



MOORE COUNTY BOARD OF COMMISSIONERS

THURSDAY, MARCH 9, 2023

REGULAR MEETING

The Moore County Board of Commissioners convened for a Regular Meeting at 10:30am, Thursday, March 9, 2023, in the Commissioners' Meeting Room of the Historic Courthouse, One Courthouse Square, Carthage, North Carolina.

Commissioners Present:

Chairman Nick Picerno, Vice Chairman Frank Quis, Jim Von Canon, John Ritter, Kurt Cook

Chairman Picerno called the meeting to order. Pastor Joe Keen of New Covenant Fellowship Church provided the invocation and Tax Administrator Gary Briggs led the Pledge of Allegiance.

PUBLIC COMMENT PERIOD

Mr. John Misiaszek offered comments.

In response to Mr. Misiaszek's comments (regarding the Convention and Visitors Bureau Board), Commissioner Quis informed him of an upcoming meeting of the CVB Board. Chairman Picerno inquired regarding special legislation previously obtained for loaning money to the Airport and County Attorney Misty Leland indicated that she would need to research the issue before response.

Chairman Picerno asked if any commissioner had a conflict of interest concerning agenda items the Board would address in the meeting and there was none.

CONSENT AGENDA

Chairman Picerno asked for clarification regarding one of the budget amendments (for Aging) and Finance Director Caroline Xiong explained that the County was receiving the money through the Council of Governments, which was acting as a pass-through agency. Upon motion made by Commissioner Cook, seconded by Commissioner Ritter, the Board voted 5-0 to approve the following consent agenda items:

Minutes: February 21, 2023, Regular Meeting

Annual Approval of Retail Malt Beverage and Fortified Wine Licenses

Budget Amendments

FY24 Consolidated Agreement and FY24 110 General Aid to Counties Agreement Addendum for Health Department

Division of Soil and Water Conservation Agreement Amendment with Moore County Soil and Water District

Board Order – Special Use Permit: Indoor Recreation, Dance Studio – Lisa Mace, Applicant
Authorization for Moore County Youth Services to Apply for NCDPS, Division of Juvenile Justice – Juvenile
Crime Prevention Council Grant

The beverage licenses resolution, budget amendments, and Board Order are hereby incorporated as a part of these minutes by attachment as Appendices A, B, and C, respectively.

PRESENTATIONS

Tax – 2023 Revaluation Update

Tax Administrator Gary Briggs provided a presentation to update the Board regarding the 2023 tax revaluation. His presentation is hereby incorporated as a part of these minutes by attachment as Appendix D. Commissioner Quis asked if information had been shared with municipalities yet and Mr. Briggs indicated it had. Commissioner Quis asked for the approximate increase in real property values and Mr. Briggs said between 45-50%, some more, some less. Chairman Picerno inquired regarding where information would be posted and Mr. Briggs reviewed that it would be on the website, in the newspaper, in the notices of value, etc.

Finance – Sandhills Center Quarterly Report

Assistant Finance Director Chris Morgan presented the quarterly fiscal report for Sandhills Center for Mental Health/Developmental Disabilities/Substance Abuse Services. Chairman Picerno shared that he was recently appointed to the Finance Committee for Sandhills Center.

PUBLIC HEARINGS

Call to Public Hearing/Planning – Unified Development Ordinance Text Amendment – Ground Mounted Solar Panels

Planning Director Debra Ensminger requested the Board call a public hearing regarding a proposed text amendment to the Unified Development Ordinance. Upon motion made by Chairman Picerno, seconded by Commissioner Von Canon, the Board voted 5-0 to call for a public hearing on March 21, 2023, at 5:30pm to consider the request for the Unified Development Ordinance text amendment.

OLD BUSINESS

Administration – Request to Review, Modify, and Approve Task Force Goals

County Manager Wayne Vest reviewed draft task force goals that had been established and noted that progress was still being made as the goals were being finalized. Chairman Picerno commended Commissioners Quis and Ritter for their work on the Opioid Task Force and Commissioners Quis and Von Canon on the Economic Task Force goals they laid out. He said soon he and Commissioner Ritter would work on the Land Use Plan/Unified Development Ordinance Task Force. Chairman Picerno said he did have one suggestion regarding a change to the LUP/UDO Task Force goal. He made a motion to change it from “Establish Moore County as a leader in promoting sustainable growth that ensures social, economic, and environmental health” to “Establish Moore County as a leader in promoting growth in faith, family, and freedom.” Commissioner Ritter seconded the motion and it carried 5-0. Commissioner Cook suggested adding an item to the action list for the Legislative Task Force. He made a motion to add establishing a meeting with the House and Senate to address responses to resolutions. Commissioner Ritter seconded the motion, which carried 5-0.

NEW BUSINESS

Health – FY23 Revision #2 Activity 551 Tuberculosis Grant Funding for Health Department

interim Health Director Matt Garner presented a request for approval of funds for tuberculosis (TB) control. Commissioner Cook shared information regarding his relative's personal experience and noted these funds were for prevention. Mr. Garner concurred, noting that TB was not rampant by any means and programs like this helped to control and manage it. Commissioner Von Canon offered that open borders could present an issue with TB as patient compliance was an issue. Mr. Garner shared that the impetus of this funding was to address Ukrainian refugees. Upon motion made by Commissioner Cook, seconded by Commissioner Von Canon, the Board voted 5-0 to accept funding in the amount of \$3,877 as per Revision #2 of the FY23 Activity 551 Tuberculosis (TB) Control Agreement Addendum.

Public Works – Request for Approval of Water Agreement with Town of Southern Pines

Public Works Director Randy Gould requested the Board's approval of a water purchase agreement with the Town of Southern Pines and reviewed background information regarding this request which, as mentioned by Chairman Picerno, was moved forward per direction of the Water/Sewer Task Force (Commissioners Picerno and Cook). Commissioner Quis asked if it had been agreed to by Southern Pines and Mr. Gould said no, it still had to be approved by their Board. There was further discussion regarding desired renewal terms. Upon motion made by Chairman Picerno, seconded by Commissioner Cook, the Board voted 5-0 to approve the water purchase agreement and resolution with the Town of Southern Pines and authorize the Chairman to sign. The resolution is hereby incorporated as a part of these minutes by attachment as Appendix E.

Public Works – Request for Approval of Water Supply Study Phase 2 Engineering Agreement

Public Works Director Randy Gould requested the Board approve a contract for engineering services for the water supply study. Chairman Picerno reviewed that the Water/Sewer Task Force had recently visited the Town of Robbins and its infrastructure and had recommended moving forward with the next phase of the study. Commissioner Quis asked if they were contemplating extension of sewer and Mr. Gould indicated they were, though it was not as much a part of this project, though they would be looking at interbasin transfers for both water and wastewater, so it was indirectly related. Upon motion made by Commissioner Von Canon, seconded by Commissioner Ritter, the Board voted 5-0 to award a contract to LKC Engineering, PLLC in the amount of \$103,400 for engineering services for Design Memorandum #2 of the Water Supply Study and authorize the Chairman to sign.

Public Works – Request for Approval of Pinewild Utilities Ownership Transition

Public Works Director Randy Gould presented a request for the Board to approve acquisition of the Pinewild water and wastewater utilities. County Attorney Misty Leland noted discussions regarding this acquisition had been ongoing for thirty years. County Manager Wayne Vest and Mr. Gould further explained a small acquisition amount to be paid. Associate County Attorney Steve Lapping offered additional detail regarding acquisition of Pump Station 6 as well as a well site. Chairman Picerno inquired regarding whether the County would be getting something that it had to spend a lot on, and Mr. Gould said the County had been maintaining it for quite a long time and already treated it like it was their own. He said they knew the system well and felt it was equal quality to the County's other systems.

Upon motion made by Chairman Picerno, seconded by Commissioner Quis, the Board voted 5-0 to approve the tendered Agreement with Pinewild Private Limited Partnership (PPLP) and Pinewild Property Owners Association (PPOA). Upon motion made by Commissioner Cook, seconded by Commissioner Quis, the Board voted 5-0 to approve the Warranty Deed. Upon motion made by Commissioner Cook, seconded by

Commissioner Quis, the Board voted 5-0 to approve the Non-Warranty Deed. Upon motion made by Commissioner Cook, seconded by Commissioner Quis, the Board voted 5-0 to approve the Bill of Sale. Upon motion made by Commissioner Von Canon, seconded by Commissioner Ritter, the Board voted 5-0 to approve the Easement Agreement. Chairman Picerno thanked everyone for getting this done and thanked Ms. Leland for saving the taxpayers the legal expenses. A copy of the staff report included for this item is hereby incorporated as a part of these minutes by attachment as Appendix F.

Public Works – Request for Approval of Loader Purchase for Water Pollution Control Plant

Public Works Director Randy Gould requested approvals regarding purchase of a loader for the Water Pollution Control Plant. Upon motion made by Chairman Picerno, seconded by Commissioner Von Canon, the Board voted 5-0 to surplus a Hyundai 955 4WD loader that the Water Pollution Control Plant purchased in 2017. (The trade-in value of \$52,000 exceeds the Finance Director's limit of \$30,000 for surplus items.) Upon motion made by Commissioner Von Canon, seconded by Commissioner Cook, the Board voted 5-0 to award and approve the purchase contract to James River Equipment Virginia, LLC for a 2023 John Deere 624P 4WD Loader w/ Implements in the amount not to exceed \$180,148.00 and authorize the Chairman to sign.

Public Works – Request for Approval of Vass Sewer Phase 2 Amendment No. 2 to the Letter of Conditions

Public Works Director Randy Gould presented for the Board's consideration documents for approval regarding the Vass Sewer Phase 2 project. He recognized Mr. David Honeycutt with McGill Associates who was present at the meeting and had been very involved in the project. Mr. Gould explained that the lowest bid during a rebid opening for Contract 3 for the project was over budget and additional funding was requested from USDA. He said the County was being awarded grant and loan and the USDA staff had really went to bat for them, and he had just been informed of the funding the last week. The additional amount being offered was \$756,000 loan and \$3,005,000 grant. Upon motion made by Commissioner Quis, seconded by Commissioner Von Canon, the Board voted 5-0 to accept Amendment No. 2 to the Letter of Conditions for the Vass Phase 2 Wastewater Collection System Expansion project and authorize the Chairman to sign the letter of intent to meet the stated conditions. Upon motion made by Commissioner Von Canon, seconded by Commissioner Quis, the Board voted 5-0 to adopt a resolution authorizing the Chairman of the Board and the Clerk to the Board to sign and attest, respectively, all necessary documents to complete the funding obligation for Vass Phase 2 Wastewater Collection System Expansion project. Upon motion made by Commissioner Von Canon, seconded by Commissioner Quis, the Board voted 5-0 to approve the capital project ordinance revision 7 for Fund 411.

Public Works – Request for Approval of Vass Sewer Phase 2 Construction Contract Award for Contract 3

Public Works Director Randy Gould requested the Board's approval of Contract 3 for the Vass Phase 2 project. Mr. Gould discussed financing and dates that would still need to be established. Upon inquiry by Chairman Picerno regarding bids received, Mr. Gould explained that everyone was really busy, and materials were scarce, so contractors were taking a risk. Upon motion made by Commissioner Von Canon, seconded by Commissioner Cook, the Board voted 5-0 to award the construction contract for Contract 3 of the Vass Phase 2 Wastewater Collection System Expansion project to ELJ, Inc. in the amount not to exceed \$2,999,790, authorize the Chairman to sign the Notice of Award and subsequently execute the construction contracts when completed by the Contractor, contingent upon approval by the County Attorney, the Local Government Commission, and the USDA. Upon motion made by Commissioner Von Canon, seconded by Commissioner Cook, the Board voted 5-0 to authorize the County Manager or his designee to sign construction change orders up to \$50,000 each contingent upon approval by the County Attorney.

Legal – Request for Approval of Request for Proposals for Opioid Settlement Funding

County Attorney Misty Leland reviewed information regarding the Request for Proposals for opioid settlement funding and offered opportunity for the commissioners to provide feedback. Upon motion made by Commissioner Ritter, seconded by Commissioner Von Canon, the Board voted 5-0 to approve the Request for Proposals for the Opioid Settlement Funds.

Administration – Request for Selection of Application Review Committee for Opioid Settlement Funds

County Manager Wayne Vest discussed options for evaluation of opioid settlement funds applications. Commissioners Quis and Ritter, who served as the Opioid Task Force, shared their opinions that it would be desirable to have a committee of local citizens formed to report back its recommendations. That would give the process another layer of review, hopefully from people that had some background expertise. Commissioner Cook stated his agreement. There was further discussion. Chairman Picerno suggested then bringing the information back to the Board in a work session format, and having the commissioners ultimately vote by ballot. County Attorney Misty Leland noted that this would still be transparent as the ballots would immediately be public record. Ms. Leland said if the Board moved forward with the committee plan, she would like them to vote that the Task Force was empowered to appoint the review committee. Upon motion made by Chairman Picerno, seconded by Commissioner Von Canon, the Board voted 5-0 to establish a committee held by the Opioid Task Force which would have the power to appoint up to five members of the public to evaluate the opioid RFP responses and to make recommendations to the Board of Commissioners.

COMMISSIONERS' COMMENTS

Commissioner Quis noted that there was a lot going on in the County and referenced a video he had recently viewed regarding eleven new projects in Southern Pines, equating to tens of millions of dollars. He said the new Target alone would add 500 new jobs. He also mentioned a new veteran-owned business in Aberdeen, and reminded everyone that the Iron Horse property should close on March 31. He also shared that potential industrial sites in Robbins and Carthage were being evaluated.

Chairman Picerno commended the Board's task forces for their hard work and reminded everyone that the task forces were just two-member committees, two commissioners assigned to each one.

ADJOURNMENT

There being no further business, upon motion made by Commissioner Quis, seconded by Commissioner Ritter, the Board voted 5-0 to adjourn the March 9, 2023, Regular Meeting of the Moore County Board of Commissioners at 12:03pm.



A handwritten signature in black ink, appearing to read "Nick Picerno", written over a horizontal line.

Nick Picerno, Chairman

A handwritten signature in black ink, appearing to read "Laura M. Williams", written over a horizontal line.

Laura M. Williams, Clerk to the Board

Appendix A
3/9/23

**MOORE COUNTY
BOARD OF COMMISSIONERS**

RESOLUTION

**AUTHORIZING & APPROVING RETAIL MALT
BEVERAGE AND FORTIFIED WINE LICENSES**


WHEREAS, The Moore County Board of Commissioners has the authority to review the licenses of establishments retailing malt beverages and fortified wine within its jurisdiction, under *North Carolina General Statutes 105.113.77 and 105.113.78*, and

WHEREAS, the aforementioned review must occur annually and

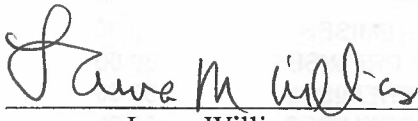
WHEREAS, there have been no complaints filed of malfeasance or misfeasance on any of the individuals or businesses hereinafter listed, for the 2022-2023 license year,

THEREFORE, BE IT RESOLVED, that the Moore County Board of Commissioners do hereby approve the licenses of the following establishments for the license year 2023-2024.

Adopted this the 7th day of March, 2023



Nick Picerno, Chairman
Moore County Board of Commissioners



Laura Williams
Clerk to the Board



BEER & WINE LICENSES
ABERDEEN 2023

ALDI 152	BEER & WINE OFF PREMISES	30.00
C V S PHARMACY 10156	BEER & WINE OFF PREMISES	30.00
CASA VIVI	BEER ON PREMISES	25.00
CIRCLE K 2723301	BEER & WINE OFF PREMISES	30.00
CIRCLE K 2723480	BEER & WINE OFF PREMISES	30.00
DAVENPORTS GALAXY	BEER & WINE OFF PREMISES	30.00
DAVE'S PLACE	BEER ON PREMISES	25.00
DOLLAR GENERAL #4351	BEER & WINE OFF PREMISES	30.00
DOLLAR GENERAL #6396	BEER & WINE OFF PREMISES	30.00
DOLLAR GENERAL #13602	BEER & WINE OFF PREMISES	30.00
DOWN MEMORY LANE	BEER & WINE ON PREMISES	50.00
EL CHAPIN RESTAURANT	BEER & WINE ON PREMISES	50.00
EL PATRON TACOS AND TEQUILA	BEER & WINE ON PREMISES	50.00
FIRST WATCH	BEER & WINE ON PREMISES	50.00
FOOD LION # 353	BEER & WINE OFF PREMISES	30.00
FOOD LION #834	BEER & WINE OFF PREMISES	30.00
HARRIS TEETER # 29	BEER & WINE OFF PREMISES	30.00
HIGH OCTANE	BEER & WINE ON PREMISES	50.00
HILTON GARDEN INN	BEER & WINE ON PREMISES	50.00
JAX BATTLE AXE/ABERDEEN FEAR FACTORY	BEER ON PREMISES	25.00
JAYS FOOD MART 2	BEER & WINE OFF PREMISES	30.00
LEGACY GOLF LINKS	BEER & WINE ON PREMISES	50.00
LUCKY STAR	BEER & WINE OFF PREMISES	30.00
M TWIGG AND COMPANY	BEER & WINE ON PREMISES	50.00
MAC'S FOOD STORE #3	BEER & WINE OFF PREMISES	30.00
MAC'S FOOD STORE #4	BEER & WINE OFF PREMISES	30.00
MASONS GROCERY AND RESTAURANT	BEER & WINE ON PREMISES	50.00
MAURICIO FRESH SEAFOOD	BEER ON PREMISES	25.00
MAZATLAN MEXICAN RESTAURANT	BEER & WINE ON PREMISES	50.00
MOES SOUTHWEST GRILL	BEER & WINE ON PREMISES	50.00
NEON ROOSTER	BEER & WINE ON PREMISES	50.00
PIZZERIA GRAZIA	BEER & WINE ON PREMISES	50.00
QUALITY MART #12	BEER OFF PREMISES	5.00
RAILHOUSE BREWERY	BEER ON & OFF PREMISES	30.00
REFUEL 145	BEER & WINE OFF PREMISES	30.00
RINCON JAROCHO	BEER & WINE ON PREMISES	50.00
SAN FELIPE MEXICAN RESTAURANT	BEER & WINE ON PREMISES	50.00
SANDHILLS BOWLING CENTER	BEER & WINE ON PREMISES	50.00
SHORT STOP #72	BEER & WINE OFF PREMISES	30.00
SPEEDWAY 7900	BEER & WINE OFF PREMISES	30.00
SPEEDWAY 8673	BEER OFF PREMISES	5.00
TEXAS ROADHOUSE	BEER & WINE ON PREMISES	50.00
THAI ORCHID RESTAURANT	BEER & WINE ON PREMISES	50.00
VITOS PIZZERIA	BEER & WINE ON PREMISES	50.00
WAL MART SUPERCENTER #1097	BEER & WINE OFF PREMISES	30.00
WALGREENS 7096	BEER & WINE OFF PREMISES	30.00
WORKSHOP TAVERN	BEER & WINE ON PREMISES	50.00

TOTAL:

\$ 1,740.00

BEER & WINE LICENSES
CAMERON 2023

J CASH MART INC
SKY MART

BEER & WINE OFF PREMISES
BEER & WINE OFF PREMISES

30.00
30.00

TOTAL:

60.00

BEER & WINE LICENSES
CARTHAGE/ WHISPERING PINES 2023

BLACK ROCK WINERY	WINE OFF PREMISES	25.00
CASA GARCIA	BEER & WINE ON PREMISES	50.00
CIRCLE H 2	BEER & WINE OFF PREMISES	30.00
CIRCLE K 2723842	BEER & WINE OFF PREMISES	30.00
COUNTRY CLUB OF WHISPERING PINES	BEER & WINE ON PREMISES	50.00
DOLLAR GENERAL STORE #1236	BEER & WINE OFF PREMISES	30.00
FAST MART 18	BEER & WINE OFF PREMISES	30.00
FILLY AND COLTS LLC	BEER & WINE ON PREMISES	50.00
FLYING TIGER	BEER & WINE ON PREMISES	50.00
FOOD LION #1586	BEER & WINE OFF PREMISES	30.00
FOOD LION #2181	BEER & WINE OFF PREMISES	30.00
FRANK'S FOOD CENTER	BEER & WINE OFF PREMISES	30.00
HARRIS TEETER 212	BEER & WINE OFF PREMISES	30.00
LA FAMILIA MEXICAN GRILL	BEER ON PREMISES	25.00
LIGHTHOUSE AT LITTLE RIVER	BEER & WINE ON PREMISES	50.00
LUCKY STOP	BEER & WINE OFF PREMISES	30.00
PIK N PIG	BEER & WINE ON PREMISES	50.00
REFUEL 142	BEER & WINE OFF PREMISES	30.00
ROAST	BEER & WINE ON PREMISES	50.00
SHORT STOP FOOD MART #76	BEER & WINE OFF PREMISES	30.00
SPEEDWAY 8677	BEER & WINE OFF PREMISES	30.00
TIME OUT SPORTS BAR & GRILL	BEER & WINE ON PREMISES	50.00
WALGREENS 16136	BEER & WINE OFF PREMISES	30.00
WATERING CAN	WINE OFF PREMISES	25.00
WHISPERING PIES	BEER & WINE ON PREMISES	50.00

TOTAL: 890.00

BEER & WINE LICENSES
FOXFIRE 2023

FOXFIRE GENERAL STORE	BEER & WINE OFF PREMISES	30.00
FOXFIRE RESORT & GOLF CLUB, LLC	BEER & WINE ON PREMISES	50.00
	TOTAL:	80.00

BEER & WINE LICENSES
PINEBLUFF 2023

CAROLINAS KITCHEN AND CATERING	BEER & WINE ON PREMISES	50.00
FAMILY DOLLAR #27269	BEER & WINE OFF PREMISES	30.00
NIC'S PIK KWIK INC.	BEER & WINE OFF PREMISES	30.00
PINEBLUFF MINI MART	BEER & WINE OFF PREMISES	30.00
TOTAL:		140.00

BEER & WINE LICENSES
PINEHURST/TAYLOR TOWN 2023

8 PINEHURST RESORT & COUNTRY CLUB	BEER & WINE ON PREMISES	50.00
AGORA BAKERY AND CAFÉ	BEER & WINE ON PREMISES	50.00
CASA SANTA ANA MEXICAN RESTAURANT	BEER & WINE ON PREMISES	50.00
CENTRAL PARK AVE BISTRO/TARTARE	BEER & WINE ON PREMISES	50.00
CORNER STORE	BEER & WINE OFF PREMISES	30.00
COUNTRY CLUB OF NORTH CAROLINA	BEER & WINE ON PREMISES	50.00
DRUM AND QUILL	BEER & WINE ON PREMISES	50.00
DUGANS	BEER & WINE ON PREMISES	50.00
ELLIOTTS ON LINDEN	BEER & WINE ON PREMISES	50.00
FOREST CREEK GOLF	BEER & WINE ON PREMISES	50.00
HARRIS TEETER #80	BEER & WINE ON & OFF PREMISES	55.00
HOLLIES CATERING	BEER & WINE OFF PREMISES	30.00
HOLLY INN	BEER & WINE ON PREMISES	50.00
IRONWOOD CAFÉ	BEER & WINE ON PREMISES	50.00
KUNGFU RESTAURANT	BEER & WINE ON PREMISES	50.00
LISI ITALIAN	WINE OFF PREMISES	10.00
LOWES FOODS #160	BEER & WINE OFF PREMISES	30.00
MAC'S FOOD STORE #1	BEER & WINE OFF PREMISES	30.00
MAGNOLIA INN AND VILLAGIO RISTORANTE	BEER & WINE ON PREMISES	50.00
MANOR INN	BEER & WINE ON PREMISES	50.00
MAXIE'S GRILL & TAP ROOM	BEER & WINE ON PREMISES	50.00
PINE CREST INN	BEER & WINE ON PREMISES	50.00
PINEHURST #6	BEER ON PREMISES	25.00
PINEHURST #7	BEER & WINE ON PREMISES	50.00
PINEHURST BREWING	BEER & WINE ON PREMISES	50.00
PINEHURST HOTEL	BEER & WINE ON PREMISES	50.00
PINEHURST MARINA	BEER & WINE ON PREMISES	50.00
PINEHURST MEMBERS CLUB	BEER & WINE ON PREMISES	50.00
PINEHURST PIZZA	BEER & WINE ON PREMISES	50.00
PINEHURST RESORT CLUB	BEER & WINE ON PREMISES	50.00
PINEHURST TENNIS CLUB	BEER & WINE ON PREMISES	50.00
PINWILD COUNTRY CLUB	BEER & WINE ON PREMISES	50.00
PIZZA CAFE	BEER & WINE ON PREMISES	50.00
PURPLE THISTLE KITCHEN & COMPANY	WINE OFF PREMISES	10.00
SPRINGHILL SUITES PINEHURST	BEER & WINE ON PREMISES	50.00
SHORT STOP FOOD MART #77	BEER & WINE OFF PREMISES	30.00
SHORT STOP FOOD MART #78	BEER & WINE OFF PREMISES	30.00
TABLE ON THE GREEN	BEER & WINE ON PREMISES	50.00
TATER BARN TAVERN	BEER & WINE ON PREMISES	50.00
THAI FUSION CUISINE	BEER & WINE ON PREMISES	50.00
VILLAGE DELI	BEER & WINE ON PREMISES	50.00
VILLAGE WINE SHOP	BEER & WINE ON & OFF PREMISES	55.00
WALGREENS # 17067	BEER & WINE OFF PREMISES	30.00

TOTAL:

1,915.00

BEER & WINE LICENSES
ROBBINS 2023

CARLIE C'S 755	BEER & WINE OFF PREMISES	30.00
DOLLAR GENERAL STORE 4421	BEER & WINE ON PREMISES	50.00
FRIENDLY MART	BEER & WINE OFF PREMISES	30.00
IN AND OUT	BEER & WINE OFF PREMISES	30.00
QUICK CHECK 49	BEER & WINE OFF PREMISES	30.00
SHADY SPOT TAVERN	BEER & WINE ON PREMISES	50.00
TACOS GUERRERO	BEER OFF PREMISES	5.00
TOTAL:		195.00

BEER & WINE LICENSES
SOUTHERN PINES 2023

195	BEER & WINE ON PREMISES	50.00
715 BAR AND GRILL	BEER & WINE ON PREMISES	50.00
ASHTENS RESTAURANT	BEER & WINE ON PREMISES	50.00
BEEFEATERS OF SOUTHERN PINES	BEER & WINE ON PREMISES	50.00
BELL TREE	BEER & WINE ON PREMISES	50.00
BELLE MEADE RETIREMENT COMM.	BEER & WINE ON PREMISES	50.00
BETSYS CREPES	BEER & WINE ON PREMISES	50.00
BONEFISH GRILL SOUTHERN PINES	BEER & WINE ON PREMISES	50.00
BRIXX WOOD FIRED PIZZA	BEER & WINE ON PREMISES	50.00
BRUCES TAVERN & CIGAR BAR	BEER & WINE ON PREMISES	50.00
BUFFALO WILD WINGS	BEER & WINE ON PREMISES	50.00
CAROLINA CINEMAS - SANDHILLS 10	BEER & WINE ON PREMISES	50.00
CASA MEXICANA	BEER & WINE ON PREMISES	50.00
CHAPMANS FOOD & SPIRITS	BEER & WINE ON PERMISES	50.00
CHAR BAR 7	BEER & WINE ON PREMISES	50.00
CHEETAH OF SOUTHERN PINES	BEER & WINE ON PREMISES	50.00
CHEF WARRENS	BEER & WINE ON PREMISES	50.00
CHILIS GRILL & BAR	BEER & WINE ON PREMISES	50.00
CIRCLE H 5	BEER & WINE OFF PREMISES	30.00
CIRCLE K 2720475	BEER & WINE OFF PREMISES	30.00
CRACKER BARREL 688	BEER & WINE ON PREMISES	50.00
DAYS INN	BEER & WINE ON PREMISES	50.00
DIVINE	BEER & WINE ON PREMISES	50.00
DOLLAR GENERAL STORE # 9334	BEER & WINE OFF PREMISES	30.00
FOOD LION # 528	BEER & WINE OFF PREMISES	30.00
FRESH MARKET # 29	BEER & WINE OFF PREMISES	30.00
FULL MOON SOUTHERN PINES	BEER & WINE ON PREMISES	50.00
HABABEROS TAQUERIA	BEER ON PREMISES	25.00
HATCHET BREWING	BEER & WINE ON PREMISES	50.00
HEARTWOOD AT LONGLEAF	BEER & WINE ON PREMISES	50.00
HENNING'S TASTE OF INDIA	BEER & WINE ON PREMISES	50.00
HICKORY TAVERN	BEER & WINE ON PREMISES	50.00
HYLAND GOLF CLUB	BEER & WINE ON PREMISES	50.00
ISLAND LOUNGE, THE	BEER & WINE ON PREMISES	50.00
JAYAS INDIAN CUISINE	BEER & WINE ON PREMISES	50.00
JAYS FOOD MART	BEER & WINE OFF PREMISES	30.00
JOHN BOYD VFW POST 7318	BEER & WINE ON PREMISES	50.00
KARMA SPA LOUNGE & BEAUTY SPA	BEER & WINE ON PREMISES	50.00
KICKBACK JACKS OF SOUTHERN PINES	BEER & WINE ON PREMISES	50.00
LEADMINE	BEER & WINE ON PREMISES	50.00
LEGENDS OF SOUTHERN PINES	BEER & WINE ON PREMISES	50.00
LONGHORN STEAKHOUSE # 5493	BEER & WINE ON PREMISES	50.00
LOWES FOODS # 261	BEER & WINE OFF PREMISES	30.00
M & S	BEER & WINE OFF PREMISES	30.00
MAC FOOD STORE # 7	BEER & WINE OFF PREMISES	30.00
MAGURO HIBACHI STEAKHOUSE	BEER & WINE ON PREMISES	50.00
MID PINES GOLF CLUB	BEER & WINE ON PREMISES	50.00
MID TAL GOLF / MID SOUTH CLUB	BEER & WINE ON PREMISES	50.00
MIDLAND BISTRO	BEER & WINE ON PREMISES	50.00

NAPOLI PIZZERA	BEER & WINE ON PREMISES	50.00
NATIONAL ATHLETIC VILLAGE	BEER & WINE ON PREMISES	50.00
NEVILLES	BEER & WINE ON PREMISES	50.00
O'DONNELLS PUB	BEER & WINE ON PREMISES	50.00
OLIVE GARDEN ITALIAN RESTAURANT	BEER & WINE ON PREMISES	50.00
OUTBACK STEAKHOUSE	BEER & WINE ON PREMISES	50.00
PACE YOURSELF RUN COMPANY	BEER & WINE ON PREMISES	50.00
PENICK VILLAGE	BEER & WINE ON PREMISES	50.00
PINE KNOLL	BEER & WINE ON PREMISES	50.00
PINE NEEDLES LODGE HALFWAY HOUSE	BEER & WINE ON PREMISES	50.00
PINE NEEDLES LODGES & COUNTRY CLU	BEER & WINE ON PREMISES	50.00
QUALITY MART # 15	BEER & WINE OFF PREMISES	30.00
RED BOWL ASIAN BISTRO	BEER & WINE ON PREMISES	50.00
REDS CORNER	BEER & WINE ON PREMISES	50.00
RESIDENCE INN BY MARRIOTT	BEER & WINE ON PREMISES	50.00
RETRO A MAKEUP STUDIO WINE	BEER & WINE ON PREMISES	50.00
ROOTED CAFÉ AND MARKET	BEER & WINE ON PREMISES	50.00
RUDIONS PIZZA & GRINDERS	BEER & WINE OFF PREMISES	30.00
SCOTTS TABLE	BEER & WINE ON PREMISES	50.00
SHORT STOP # 71	BEER & WINE OFF PREMISES	30.00
SLY FOX PUB	BEER & WINE ON PREMISES	50.00
SMOKE INN	BEER & WINE ON PREMISES	50.00
SOPIES	BEER & WINE ON PREMISES	50.00
SOUTHERN PINES BREWING	BEER & WINE ON PREMISES	50.00
SOUTHERN PINES GOLF CLUB/PINE NEED	BEER & WINE ON PREMISES	50.00
SOUTHERN PINES GROWLER COMPANY	BEER & WINE OFF PREMISES	30.00
SOUTHERN PINES MOBILE MART	BEER & WINE ON PREMISES	50.00
SOUTHERN PRIME STEAKHOUSE	BEER & WINE ON PREMISES	50.00
SOUTHERN WHEY	BEER & WINE ON PREMISES	50.00
SUNRISE THEATER	BEER & WINE ON PREMISES	50.00
SUSA SUSHI & HABACHI	BEER & WINE ON PREMISES	50.00
SWEET BASIL CAFÉ	BEER & WINE ON PREMISES	50.00
TALAMORE AT PINEHURST	BEER & WINE ON PREMISES	50.00
THYME AND PLACE	BEER & WINE ON PREMISES	50.00
TRIANGLE WINE COMPANY	BEER & WINE ON & OFF	55.00
VITOS RISTORANTE AND PIZZERIA	BEER & WINE ON PREMISES	50.00
WALGREENS 18107	BEER & WINE OFF PREMISES	30.00
WALGREENS 19102	BEER & WINE OFF PREMISES	30.00
WINE CELLAR & TASTING ROOM	BEER & WINE ON & OFF	55.00
WOLCOTTS	BEER & WINE ON PREMISES	50.00
YELLOWBIRD SOUTHERN TABLE & BAR	BEER & WINE ON PREMISES	50.00

TOTAL: 4,185.00

BEER & WINE LICENSES
VASS/LAKEVIEW 2023

CIRCLE K 2723056	BEER & WINE OFF PREMISES	30.00
DOLLAR GENERAL STORE #12854	BEER & WINE OFF PREMISES	30.00
DOLLAR GENERAL STORE #7052	BEER & WINE OFF PREMISES	30.00
ATLANTIC NATIONAL CAPITAL	BEER & WINE ON PREMISES	50.00
CIRCLE K 2723056	BEER & WINE OFF PREMISES	30.00
DOLLAR GENERAL STORE 7052	BEER & WINE OFF PREMISES	30.00
DOLLAR GENERAL STORE 12854	BEER & WINE OFF PREMISES	30.00
DOLLAR GENERAL STORE 21930	BEER & WINE OFF PREMISES	30.00
EXPREZIT	BEER & WINE OFF PREMISES	30.00
FAMILY DOLLAR # 27951	BEER & WINE OFF PREMISES	30.00
GOLDSTAR E LLC	BEER & WINE OFF PREMISES	30.00
HOME GROWN RESTAURANTS	BEER & WINE ON PREMISES	50.00
LAKE SURF GRILL	BEER & WINE ON PREMISES	50.00
NEIGHBORS COUNTRY STORE	BEER & WINE OFF PREMISES	30.00
SHORT STOP #10	BEER & WINE OFF PREMISES	30.00
VALENTIS ITALIAN RESTAURANT	BEER & WINE ON PREMISES	50.00
VASS DIAMOND MART	BEER & WINE OFF PREMISES	30.00

TOTAL: 590.00

BEER & WINE LICENSES
WEST END / SEVEN LAKES/ EAGLE SPRINGS 2023

BEACON RIDGE	BEER & WINE ON PREMISES	50.00
CASA SANTA ANA MEXICAN RESTAURANT	BEER & WINE ON PREMISES	50.00
CIRCLE K # 3841	BEER & WINE OFF PREMISES	30.00
DOLLAR GENERAL STORE 1235	BEER & WINE OFF PREMISES	30.00
DOLLAR GENERAL STORE 16808	BEER & WINE OFF PREMISES	30.00
DORMIE CLUB	BEER & WINE ON PREMISES	50.00
EAGLE SPRINGS MINI MART	BEER OFF PREMISES	5.00
EASTWOOD SERVICE STATION	BEER & WINE OFF PREMISES	30.00
FOOD LION # 1213	BEER & WINE OFF PREMISES	30.00
LAKE HOUSE BAR & GRILL	BEER & WINE OFF PREMISES	30.00
MAMMA MIA	BEER & WINE ON PREMISES	50.00
SANDHILLS WINERY	WINE OFF PREMISES	25.00
SEVEN LAKES COUNTRY CLUB	BEER & WINE ON PREMISES	50.00
SEVEN LAKES FRIENDLY MART	BEER & WINE OFF PREMISES	30.00
SHOP N SAVE	BEER & WINE OFF PREMISES	30.00
SHORT STOP # 29	BEER & WINE OFF PREMISES	30.00
WYLEAS CORNER STORE	BEER & WINE OFF PREMISES	30.00
TOTAL:		580.00

Appendix B
3/9/23

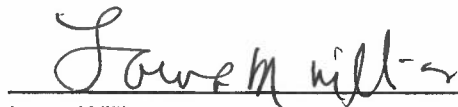
Fiscal Year 2022/2023

	Budget Line Item Number		Budgeted Amount	Increase/ (Decrease)	Revised Budget
Health - Tuberculosis Grant					
Revenue	10032071 35010	Tuberculosis Grant	20,944	3,877	24,821
Expense	10039049 53905	Tuberculosis	20,944	3,877	24,821

Approved this 9 day of March, 2023



Nick Picerno
Moore County Board of Commissioners



Laura Williams
Clerk to the Board



90001

Fiscal Year 2022/2023

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
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Aging - Triangle J Council of Governments


Revenue	24032024 36299	ARPA Aging	-	476,400	476,400
Expense	24030024 54150	ARPA Home Deliv Meals	-	74,753	74,753
Expense	24030024 54151	ARPA Suppl Shelf Stable Meals	-	74,752	74,752
Expense	24030024 54152	ARPA Suppl Snack Boxes	-	74,752	74,752
Expense	24030024 54153	ARPA SEC Projects	-	184,725	184,725
Expense	24030024 54154	ARPA Fam Careg Suppl SV	-	33,709	33,709
Expense	24030024 54155	ARPA Fam Careg Resp SV	-	33,709	33,709

Approved this 9 day of March, 2023



Nick Picerno

Moore County Board of Commissioners



Laura Williams

Clerk to the Board

90002



Fiscal Year 2022/2023

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
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Information Technologies - Insurance Reimbursement for switch at Child Support

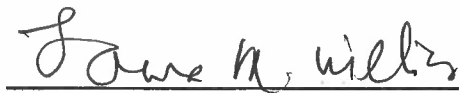
Revenue	10018000 36053 Insurance Proceeds	36,343	11,920	48,263
Expense	10045055 55905 Capital Outlay	869,889	11,920	881,809

Approved this 9 day of March, 2023



Nick Picerno

Moore County Board of Commissioners



Laura Williams

Clerk to the Board

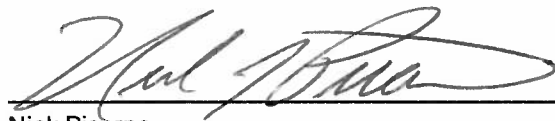


90003

Fiscal Year 2022/2023

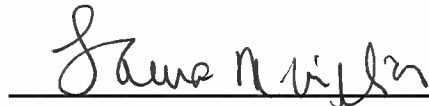
Budget Line Item Number			Budgeted Amount	Increase/ (Decrease)	Revised Budget
Sheriff - Fix'm Donations					
Revenue	24018070 32517	Fix'm Donations	25,335	25,826	51,161
Expense	24021570 53979	Fix'm Donations	25,335	25,826	51,161

Approved this 9 day of March, 2023



Nick Picerno

Moore County Board of Commissioners



Laura Williams

Clerk to the Board

90004



Fiscal Year 2022/2023

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
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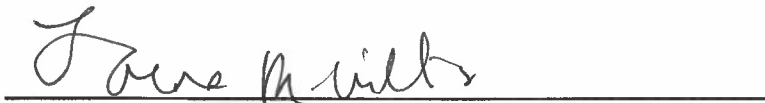
Health - ELC Enhancing Detection Expansion

Revenue	10019056 32969 543EL	Transfer from Multi-Yr Grant	103,285	9,721	113,006
Expense	10039061 51201	Salaries - Overtime	933	229	1,162
Expense	10039061 51203	Salaries - Resource	15,267	2,642	17,909
Expense	10039061 51218	Salaries Resource - COVID	81,917	6,850	88,767

Approved this 9 day of March, 2023



Nick Picerno
Moore County Board of Commissioners



Laura Williams
Clerk to the Board



90007

Appendix C
3/9/23

STATE OF NORTH CAROLINA

COUNTY OF MOORE

Applicant: Lisa Mace

ParID # 00028261 & 00028622

BEFORE THE MOORE COUNTY
BOARD OF COMMISSIONERS

FILE NO.: 03092023

ORDER OF FINDINGS OF FACT AND
CONCLUSIONS IN SUPPORT OF
GRANTING A SPECIAL USE PERMIT

THIS CAUSE, being heard by the Moore County Board of Commissioners on February 21, 2023, at 5:30 p.m. in the Historic Courthouse, 2nd Floor Meeting Room, Carthage, NC for a quasi-judicial hearing on Lisa Mace's application for a Special Use Permit: Indoor Recreation, Dance Studio on .68 acres, located on Grant Street and MacDougall Drive, owned by KGM Investments, per Deed Book 1597 Page 223, Plat Cabinet 19 Slide 249 and further described as ParID 00028621 and ParID 00028622 in Moore County Tax Records. It appearing that the Moore County Board of Commissioners has proper jurisdiction over the parties and subject matter and that the parties are properly before the Moore County Board of Commissioners. After reviewing the documents of record and hearing from all parties and witnesses, the Board of Commissioners by sufficient evidence, based on the standards and *Unified Development Ordinance of Moore County, NC* enters the following order.

FINDINGS OF FACT

1. That all parties were notified of the hearing; and
2. The Applicant is Lisa Mace, and
3. The Property Owner is KGM Investments; and
4. That all witnesses were sworn and testified, Debra Ensminger, Planning Director, Moore County, John Parker, Rhetsen Company, Lisa Mace, Applicant, Gayle Mace, Property Owner KGM Investments; and
5. The Applicant, is requesting a Special Use Permit to operate a dance studio, indoor recreation on ParID 00028621 & ParID 00028622; and
6. That the property is zoned Village Business and allows recreation, indoor – dance studio upon the issuance of a Special Use Permit.
7. That the proposed site details are as follows:

Zoning	Village Business (VB)
Acreage	.68 acres
Watershed	N/A
Highway Corridor Overlay	N/A
Floodplain	N/A

Historical Use	Vacant
----------------	--------

8. That the applicant agreed to the following conditions below at the Quasi-Judicial Hearing of even date herewith:

1. The proposed site plan meets all the requirements of the Unified Development Ordinance Section 8.86 Indoor Recreation.

A. Definition

1. Generally

A fully enclosed facility providing for one or several recreation uses including sport auditoriums (basketball, dance, martial arts, soccer, swimming, tennis, wrestling), batting cages, bowling alleys, skating rinks, and other recreation uses such as non-profit community centers, non-profit youth facilities, health and fitness clubs, gyms, movie theaters, and general gaming establishments.

B. Standards

1. All buildings and parking shall be located a minimum 50 feet away from any residentially zoned property line.
 - i. The use is located approximately 1,200 +/- feet from the residential Gated Community Seven Lakes (GC-SL) zoning district and 1,700 +/- feet from the Rural Agricultural-Urban Service Boundary (RA-USB) zoning district. (McClendon Hills residential subdivision)
2. Indoor recreation uses shall provide at least one off-street parking space for every two participants at full capacity.
 - i. Capacity is calculated at 44 occupants which requires 22 off-street parking spaces. The site plan shows the minimum required number of spaces.

CONCLUSIONS OF LAW

Based on the foregoing Findings of Fact the Moore County Board of Commissioners makes the following Conclusions with respect to the requested special use permit:

1. The use will not materially endanger the public health or safety if located where proposed and developed according to plan. **The applicant currently rents a building for a dance studio approximately a block from ParID 00028621 and ParID 00028622, site location for the dance studio.**
2. The use meets all required conditions and specifications. **The proposed use meets the Unified Development Ordinance regulations specifically Section 8.86 (Indoor Recreation)**
3. The use will not substantially injure the value of adjoining or abutting property unless the use is a public necessity. **No expert testimony was provided for this finding.**
4. The use will be in harmony with the surrounding area and compatible with the surrounding neighborhood. **The proposed use, dance studio, is currently taking place**

approximately a block away from ParID 00028621 and ParID 00028622, site location for the dance studio.

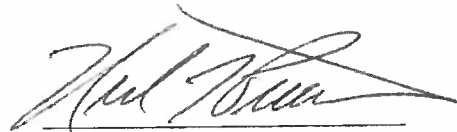
5. The use will be in general conformity with the approved Moore County Land Use Plan. The proposed use is reflected in the goals of the Moore County Land Use Plan adopted in November 2013: Recommendation 1.7: Support and promote local businesses. 1.8.5: Support and promote infill development that will optimize the use of existing infrastructure; Action 2.3.2: Encourage the location of recreational facilities close to residential areas and transportation nodes to increase public awareness and accessibility to these facilities; Action 3.1.1: Adopt policies that encourage development of mixed land uses, as appropriate, to provide easy access, reduce travel time, and improve convenience among uses surrounding the County's established towns and villages.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

The Special Use Permit request of Lisa Mace is hereby GRANTED for the reasons stated above. The Special Use Permit shall expire (2) years from the date of issuance unless the proposed development is pursued as set forth in the Moore County Unified Development Ordinance. Continued compliance with the original site plan and this permit issued by the Board shall entitle applicants to the continued use of the property.

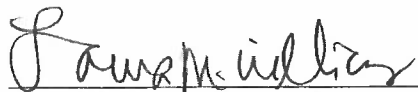
A copy of these FINDINGS AND CONCLUSIONS shall be filed with the Clerk of the County of Moore, and a copy of such order shall be served by certified mail, return receipt to the applicant Lisa Mace and shall be served by means of certified mail, return receipt requested upon any person specifically requesting service of the same.

So ORDERED this the 9th of March.



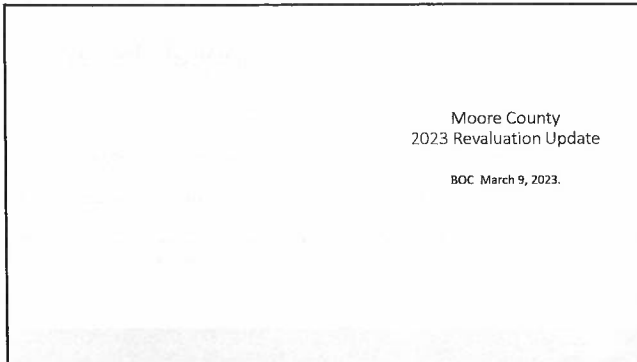
Nick Picerno, Chair
Moore County Board of Commissioners

Attest:

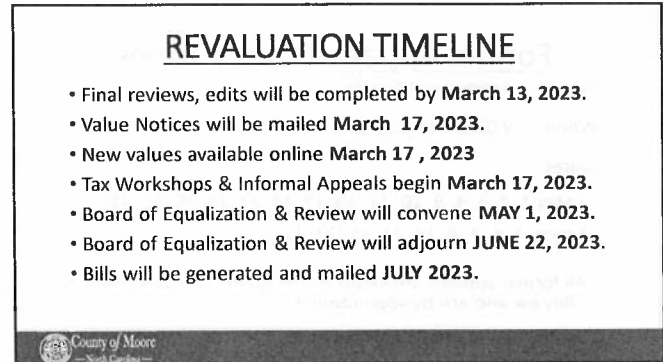


Laura Williams, Clerk to the Board

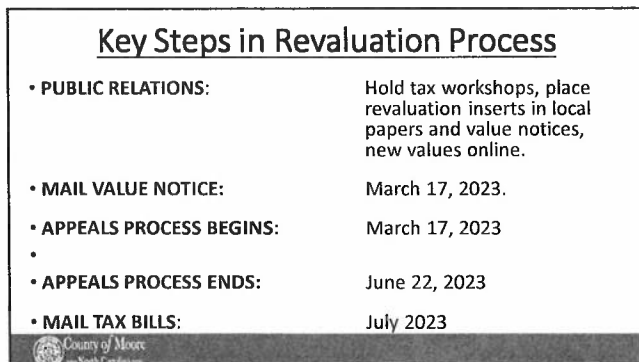




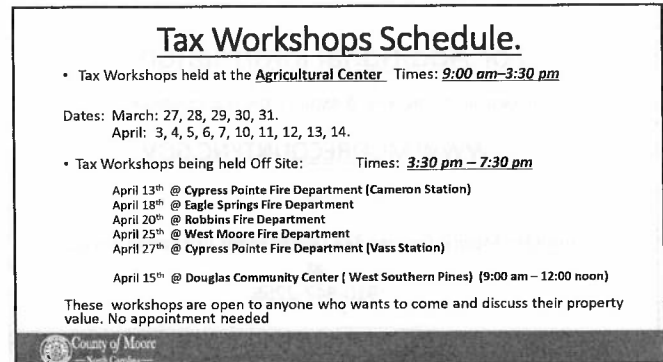
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2



3



4

Formal Appeals Dates / Times

- Where: Agricultural Center
- When: 9:00 am to 3:30 pm
- Dates:
 - May 1, 2, 3, 4, 9, 10, 11, 16, 17, 18, 23, 24, 25, 30, 31.
 - June: 1, 6, 7, 8, 13, 14, 15, 20, 21, 22.

All formal appeals are heard by the Board of Equalization and Review and are by appointment.



5

Revaluation Process / Appeals Recap

- Notice of Value mailed to all property owners March 17, 2023.
- Tax Workshops / Informal appeals process begin March 17, 2023
- Formal appeal process begins May 1, 2023. (All formal appeals go to BOER)
- The Board of Equalization and Review will adjourn on June 22nd, 2023, for the purpose of accepting additional real property appeals.
- Tax Bills will be mailed out in July 2023.



6

For Additional information

- VISIT THE MOORE COUNTY WEB PAGE AT THE FOLLOWING ADDRESS:

WWW.MOORECOUNTYNC.GOV

Or

Contact Moore County Tax Department Customer Service
at
910-947-2255



7

Appendix E
3/9/2023

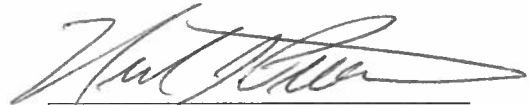
**RESOLUTION APPROVING A WATER PURCHASE AGREEMENT BETWEEN THE
COUNTY OF MOORE AND THE TOWN OF SOUTHERN PINES**

WHEREAS, the County of Moore (herein "County") and the Town of Southern Pines (herein "Town") are entering into the attached Water Purchase Agreement wherein Southern Pines agrees to supply up to 1,000,000 gallons per day to Moore County per the terms of the Agreement; and

WHEREAS, pursuant to N.C.G.S. §160A-461, the County and the Town are authorized to enter into Interlocal Agreements in order to execute any undertaking.

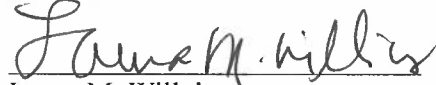
NOW, THEREFORE, BE IT RESOLVED, the County hereby approves the Water Purchase Agreement between the County of Moore and the Town of Southern Pines.

Adopted this the 9th day of March 2023.



Nick Picerno, Chairman
Board of Commissioners

ATTEST:



Laura M. Willaims
Clerk to the Board



Appendix F
03/09/2023

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Randy Gould, Public Works Director

DATE: February 24, 2023

SUBJECT: Pinewild Utilities Ownership Transition

PRESENTER: Randy Gould, PE

REQUEST:

To accept and execute the Agreement with Pinewild (collectively the Pinewild Property Owners Association and the Pinewild Project Limited Partnership) for acquisition of the Pinewild water and wastewater utilities;

To accept the following documents:

Warranty Deed (PPLP to Moore County – wastewater pump stations and well site);

Nonwarranty Deed (PPLP to Moore County – rights of way, utility privileges and easements);

Bill of Sale (PPLP to Moore County); and

Easement Agreement (PPOA to Moore County – easement and infrastructure in road right of ways).

BACKGROUND:

The water and wastewater utilities in Pinewild are privately owned by the PPOA (Pinewild Property Owners Association) and the PPLP (Pinewild Project Limited Partnership). The utilities are operated, maintained, billed, and collected by Moore County, the same as other customers of Moore County Public Utilities. Moore County is obligated to the NC DEQ for the operation and maintenance of these Pinewild utilities. A previous agreement dated October 12, 1993 between Moore County and the PPLP gave conditions for a 20-year option to purchase the system for \$25,000, which expired in 2013. There have been on-going discussions regarding Moore County's acquisition of the water and wastewater utilities since that time.

The agreement provides for the transfer of water and sewer lines, seven (7) wastewater pumping stations, and one (1) well are assets belonging to Pinewild, as well as easement(s) to Moore County for operation, maintenance and construction/repair of the infrastructure.

One (1) wastewater pumping station (PW-6) is located on real property belonging to a third party. The acquisition price of \$21,672.00 has been negotiated to purchase a one (1) acre lot upon which PW-6 is located. The agreement provides for Moore County to pay one-half (1/2 - \$10,836.00) and PPOA/PPLP to pay one-half (1/2 - \$10,836.00).

The agreement has been executed by the Pinewild PPOA and PPLP, which a total acquisition price of \$25,000 by Moore County. Under the proposed agreement, Moore County shall receive credit against the total amount to be paid for payments totaling \$4,200 made in 2022 for survey and appraisal of the property for pump Station PW-6, as well as Moore County's expense

(\$10,836.00) to acquire the PW-6 site. The amount remaining to be paid to PPLP and PPOA is \$9,964.00.

IMPLEMENTATION PLAN:

Execute the agreement with Pinewild PPLP and PPOA to accept the ownership of the Pinewild water and wastewater utilities.

FINANCIAL IMPACT STATEMENT:

There are no major financial impacts as Moore County Public Utilities receives all customer revenues and pays all expenses associated with the operation and maintenance of the systems. The proposed agreement would better define liabilities and responsibilities, especially regulatory ones. The \$20,800 payment will come from the Pinewild Utilities account 61041055 55032.

RECOMMENDATION SUMMARY:

1. Motion to Approve the tendered Agreement with Pinewild Private Limited Partnership (PPLP) and Pinewild Property Owners Association (PPOA)
2. Motion to Approve the Warranty Deed
3. Motion to Approve the Non-Warranty Deed
4. Motion to Approve the Bill of Sale
5. Motion to Approve the Easement Agreement

SUPPORTING ATTACHMENTS:

Agreement with Pinewild PPOA and PPLP

Warranty Deed

NonWarranty Deed

Bill of Sale

Easement Agreement

Partial Release

Easement Subordination Agreement

Pump Stations PW1, PW3, PW4, PW5, PW7, PW8 and Well Site PW20 ("Sites) Opinion

Opinion of Title for PPLP

Conveyance by Bill of Sale of utility-related personal property

Conveyance by Deed of utilities and utility rights

ATTACHMENTS

AGREEMENT

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF MOORE

This Agreement made this the ____ day of _____, 2023, by and between **PINEWILD PROJECT LIMITED PARTNERSHIP, a NORTH CAROLINA LIMITED PARTNERSHIP ("PPLP")**, **PINEWILD PROPERTY OWNERS ASSOCIATION**, a North Carolina nonprofit corporation, ("**PPOA**"), and the **COUNTY OF MOORE** (the "**COUNTY**").

WITNESSETH

WHEREAS, PINEWILD DEVELOPMENT, a joint venture, and PINEHURST WATER AND SANITARY COMPANY, INC., entered into a License and Option Agreement dated January 2, 1990, and recorded in Book 704 at Page 362 of the Moore County Registry (the "1990 Agreement"), for the purpose of construction and operation of water and sewer system (the "Public Utility System") for the benefit of and within that certain 2034.98 acres development, located in Mineral Springs Township, Moore County, North Carolina, commonly known as "Pinewild Country Club of Pinehurst," which is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the 1990 Agreement included a provision that granted PINEHURST WATER AND SANITARY COMPANY, INC. and/or its successor an option (now expired) to purchase the Public Utility System from PINEWILD DEVELOPMENT for the sum of Twenty Five Thousand and no/100 Dollars (\$25,000.00); and

WHEREAS, PINEWILD DEVELOPMENT, a North Carolina joint venture, later assigned its interest in the License and Option Agreement to PPLP; and

WHEREAS, on October 12, 1993, PPLP and PINEHURST WATER AND SANITARY COMPANY, INC. purportedly entered into an Amendment to the License and Option Agreement which is recorded in Book 955 at Page 170 of the Moore County Registry (the "1993 Amendment"), the binding effect of which is disputed by PPLP; and

WHEREAS, the COUNTY is the successor-in-interest of the PINEHURST WATER AND SANITARY COMPANY, INC.; and

WHEREAS, the COUNTY currently operates and maintains the Public Utility System providing water, sanitary sewer and wastewater treatment services to the Property; and

WHEREAS, PPOA is a North Carolina nonprofit corporation serving as the property owners' association for the lot owners of the Property; and

WHEREAS, PPLP conveyed common areas, including streets, to PPOA (previously known as Pinewild Maintenance Corporation) on or about 30 October 2001 by instrument recorded at the Moore County Registry in Book 1867, Page 222 (the "Roads Deed");

WHEREAS, PPLP and PPOA own the personal property, real property and/or easement rights to real property and/or license rights to real property that are used in the operation of the Public Utility System; and

WHEREAS, PPLP and PPOA desire to secure and maintain adequate water and sanitary sewer services to the Property and to such other tracts as will be accepted in the future by the COUNTY, subject, however, to applicable laws or regulations regarding the same; and

WHEREAS, it is in the public interest to incorporate the Public Utility System within the COUNTY's public utility system and the COUNTY desires to do so in accordance with the agreements and conditions herein; and

NOW, THEREFORE, for the mutual covenants made herein, the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Preliminary Covenants of PPLP and PPOA and Basis for Agreement

1. PPLP covenants that it (a) together with COUNTY, installed all of the personal property (e.g., water mains, valves, hydrants, pipes, pumps, meters and meter boxes, wells, tanks, sanitary sewer mains, manholes, valves, pipes, pumping stations), and related apparatus and (b) conveyed residential lots within the Property to third-party purchasers, together with and/or subject to various easements serving and/or encumbering said lots and (c) reserved easements in the lands and property that are currently used in the operation of the personal property elements of the Public Utility System and (d) conveyed some of the real property interests used therefor to PPOA pursuant to the Roads Deed. Such personal property shall be referred to herein, collectively, as the "Public Utility System Property."

2. On or before _____, 2023, PPLP and PPOA covenant and agree to convey to the COUNTY, and the COUNTY agrees to accept the Public Utility System Property as is, where is, and in its then-existing condition by non-warranty deed from PPLP (the "PPLP Deed") and by easement from PPLP (the "PPLP Easement") and by easement from PPOA (the "PPOA Easement"), in order that the COUNTY is vested with all ownership and rights to the Public Utility System Property contemplated by this Agreement, subject, however, to the exceptions set forth in this Agreement. The COUNTY agrees and acknowledges that Bank of America holds a mortgage against the Property, and that Bank of America must agree to release the Public Utility System Property from its mortgage in order for PPLP to meet this requirement. PPLP shall use its best efforts to obtain said release from Bank of America in a timely manner, but the COUNTY acknowledges that Bank of America is under no obligation to grant said release, and the COUNTY agrees that the failure or refusal of Bank of America to grant said release shall not constitute a breach of this Agreement by PPLP or, for the avoidance of doubt, by PPOA; rather, this Agreement shall then terminate. The parties expressly agree that this Agreement shall apply to the Public Utility System Property as it exists at the time of execution of thereof, and any subsequent development by PPLP and/or PPOA shall be subject to applicable Moore County Code of Ordinances and/or Moore County Unified Development Ordinance.

a. The parties, as contemplated by the terms of the 1990 Agreement, agree that the gross amount for acquisition of the Public Utility System by the County shall be the sum of Twenty-Five Thousand Dollars (\$25,000.00); acknowledging that the County has paid for an appraisal, survey and

one-half the acquisition cost paid or to be paid to the third-party property owner of the PW-6 parcel, the County shall receive credit of Fifteen Thousand Thirty-Six Dollars (\$15,036.00) against the gross purchase price of \$25,000.00 as follows:

Appraisal	\$ 2,200.00
Survey	2,000.00
Parcel Acquisition	10,836.00

In consideration of the foregoing conveyance and the expenses incurred by the County to acquire the PW-6 site, the County agrees to pay the net amount of Nine Thousand Nine Hundred Sixty-Four Dollars (\$9,964.00). PPLP has paid or agrees to pay the remaining portion of Ten Thousand Eight Hundred Thirty-Six Dollars (\$10,836.00) toward the acquisition of the PW-6 parcel.

b. Notwithstanding any other provision of this Agreement, PPOA has not made, does not make and specifically negates and disclaims any representation, warranty, promise, covenant, agreement or guaranty of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (a) the value, nature, quality or condition of the Public Utility System Property or the PPOA Easement including, without limitation, the water, soil and geology, (b) the compliance of or by the Public Utility System Property or its operation with any law, rule, ordinance or regulation of any applicable governmental authority or body, (c) the merchantability, marketability or fitness for a particular purpose of the Public Utility System Property or the PPOA Easement, (d) the manner or quality of the construction or materials, if any, incorporated into the Public Utility System Property or the PPOA Easement, (e) the manner, quality, state of repair or lack of repair of the Public Utility System Property or (f) any other matter with respect to the Public Utility System Property or the PPOA Easement.

c. Notwithstanding any other provision of this Agreement, PPLP has not made, does not make and specifically negates and disclaims any representation, warranty, promise, covenant, agreement or guaranty of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (a) the value, nature, quality or condition of the Public Utility System Property or the PPLP Easement including, without limitation, the water, soil and geology, (b) the compliance of or by the Public Utility System Property or its operation with any law, rule, ordinance or regulation of any applicable governmental authority or body, (c) the merchantability, marketability or fitness for a particular purpose of the Public Utility System Property or the PPLP Easement, (d) the manner or quality of the construction or materials, if any, incorporated into the Public Utility System Property or the PPLP Easement, (e) the manner, quality, state of repair or lack of repair of the Public Utility System Property or (f) any other matter with respect to the Public Utility System Property or the PPLP Easement.

County Requirements Prior to Acceptance

3. The COUNTY requires the acquisition by PPLP Deed of all fee simple owned realty of the Public Utility System Property. Such deed shall convey the Pinehurst Well 20 (Book 736, Page 27), and Sewage Pump Station Sites PW-1 (Book 729, Page 408) (together with an easement thereto under the PPLP Easement), , PW-3 (Book 729, Page 408), PW-4 (Book 729, Page 408), PW-7 (Book 729, Page 408) and PW-8 (Book 729, Page 408) (together with an easement thereto under the PPLP Easement), together with any and all other parcels agreed upon by the COUNTY and by PPLP. Such parcels of land, more particularly identified on Exhibit "A," attached hereto and incorporated herein

by reference, shall be described by an accurate, current survey. The COUNTY agrees and acknowledges that Sewage Pump Station Site PW-2 is situated within the property of PPOA, and that PPOA will convey to the COUNTY a PPOA Easement to said PW-2. The COUNTY agrees and acknowledges that Sewage Pump Station Site PW-5 is situated within the property of PPLP, and that PPLP will convey to the COUNTY a PPOA Easement to said PW-5. The COUNTY agrees and acknowledges that Pump Station Site PW-6 is not situated within the property or easement area of PPLP or PPOA. Consequently, the easements to said PW-6 under the PPLP Easement and the PPOA Easement will not fully extend to said PW-6 as presented above.

4. The COUNTY requires the acquisition by PPLP Easement and PPOA Easement over all portions of the Property required to construct, operate, install, maintain, repair, inspect and remove water and sewer lines of the Public Utility System (including pedestrian and vehicular access thereto). Specifically, the aforesaid easement(s) shall have a width as set forth in the Third Amendment to Covenants, Conditions and Restrictions of Pinewild Country Club of Pinehurst, recorded in Book 1945, Page 69, Moore County Register of Deeds (the "Restrictive Covenants") or as set forth on any plat of any section or phase of any lots within the Property recorded prior to the execution of this Agreement; provided, however, that, notwithstanding any other provision of this Agreement, the PPOA Easement shall (a) be limited to the areas conveyed to PPOA by PPLP pursuant to the Roads Deed, (b) provide that the COUNTY shall have the right to trim, cut, and remove any trees, shrubbery, fences and/or any other impediment(s) in the PPOA Easement that, as determined by the County in its sole discretion, interfere with the proper and efficient construction, operation, maintenance, repair, and replacement of the Public Utility System, and (c) further provide that, in the event that the COUNTY shall disturb the surface area of the PPOA Easement in the course of the construction, operation, maintenance, repair or replacement of any of the Public Utility System, the COUNTY shall, promptly, diligently, and at its sole expense, restore all improvements and all surface area (including, without limitation, all landscaping, paving, and other improvements to the same condition and to the same standard as existed prior to the disturbance of the surface area) except for the replacement of trees, shrubbery, fences and/or any other impediment(s) to the Public Utility System. Under no circumstances, will the COUNTY replace or reimburse anyone for any new or existing trees, shrubbery fences and/or any other impediment(s) that the COUNTY, in its sole discretion, determines interferes with the proper and efficient construction, operation, maintenance, repair, and replacement of the Public Utility System. The PPLP and PPOA shall not issue any approval(s) and/or permits for any property owner to place trees, shrubbery, fences and/or any other impediment(s) within the Easement Area. Said easements shall be senior to other liens and encumbrances (except for any easements that have been recorded in the Moore County Register of Deeds as of the date on which PPLP and PPOA shall have executed this Agreement) and shall provide for ingress and egress over designated portions of adjacent lands to a public right of way sufficient to permit the contemplated use. The PPLP Easement must be located by surveys that are properly referenced in the PPLP Easement.

5. The COUNTY requires that PPLP, at its expense, provide to the COUNTY an attorney's opinion of title regarding the real property interests of the Public Utility System Property and such opinion of title shall describe the aforesaid property as, free of any liens superior to the COUNTY's ownership interest. Additionally, the aforesaid real property interests of the Public Utility System Property must be described in the attorney's opinion as having legal access to a public right of way. Additionally, the attorney's opinion shall include a certification that PPOA and/or PPLP has properly invoked Section 23.1 of the Restrictive Covenants, because said well and pump station sites serve the purpose of allowing completion of improvements. Finally, the attorney letter shall state that to the

best of its knowledge, based on its review of all documentation then having been provided to the attorney, all of the aforesaid is encompassed within the legal descriptions set forth in the PPLP Deed, the PPLP Easement and the PPOA Easement.

6. The COUNTY requires the acquisition of a BILL OF SALE for all personal property, equipment, and apparatus, as is, where is, in its then-existing condition, that is currently used in the operation of the Public Utility System. Moreover, in such BILL OF SALE, PPLP shall release any claims it may have for, in or on any and all water mains, valves, hydrants, pipes, pumps, meters and meter boxes, sanitary sewer mains, manholes, valves, pipes, pumping stations, and other personal property and/or related appurtenances necessary for the supply of public water to and the collection of wastewater from the Property.

7. The COUNTY requires that PPLP, at its expense, provide to the COUNTY an attorney opinion letter that states the COUNTY is the sole owner, subject to the COUNTY's acceptance, of all water mains, valves, hydrants, pipes, pumps, meters, meter boxes, sanitary sewer mains, manholes, valves, pipes, pumping stations, and other personal property and/or related appurtenances necessary for the operation of a Public Utility System. Additionally, the attorney letter shall state that, to the best of its knowledge based on its review of all documentation then having been provided to the attorney, all of the aforesaid is situated within the property conveyed to the COUNTY by the PPLP Deed, the PPLP Easement and/or the PPOA Easement.

8. Notwithstanding any provision to the contrary in this Agreement, if PPOA shall, on a future date, require or desire the construction of a new road or a relocation of an existing road, the COUNTY shall cooperate by accepting from PPLP and/or PPOA a new or relocated easement (the location of which new or relocated easement is to be established by PPLP and/or PPOA) and abandoning its then-existing easement.

9. The COUNTY requires that PPLP provide to COUNTY copies of the Hobbs, Upchurch & Associates, P.A. such plans as PPLP has in its possession, in the presently-existing format, of the water and sewer systems.

10. The COUNTY requires that PPLP and PPOA provide to COUNTY allowance to cross any passable buffer areas around Pinewild that are owned by PPLP or PPOA, as necessary to operate, maintain and construct the Public Utility System Property.

Post Acceptance Covenants of the County

11. (a) The COUNTY shall be responsible for the planning, design and construction, maintenance and operation of the water supply wells and sewage pump stations as necessary to guarantee sufficient pressure and capacity to the current residents of the Property within the Pinewild subdivision and to any future development of PPLP, including costs and any required approvals, subject to the COUNTY's ability to secure required approvals. The COUNTY hereby agrees that it shall, on the date of its execution of this Agreement and thereafter, indemnify and hold PPLP and PPOA harmless from and against any and all actions, suits, proceedings, damages, assessments, judgments, costs, expenses and/or losses of any nature whatsoever (including but not limited to any property damage or any illness, injury or death), including any attorney's fees and court costs, arising

from the construction, installation, operation, maintenance, inspection, repair, use, replacement, and removal of the *Public Utility System* as it now exists or as it may hereafter exist.

(b) In the event that the COUNTY shall undertake installation, maintenance, repair, inspection, and removal of infrastructure located on the Property, such maintenance shall be done in a prudent manner so as to minimize to the extent of possible disruption of the applicable owner's enjoyment of the Property. Upon completion of such maintenance, the COUNTY shall, at its expense, return the surface area of the Property to the condition in which it existed prior to the disturbance.

(c) PPOA, PPLP and COUNTY will reasonably cooperate and not unreasonably interfere with each other's construction activities.

12. The COUNTY acknowledges and agrees that neither PPLP nor PPOA has made any representation or warranty as to the condition, method of construction, suitability of materials or the Public Utility System or any component(s) thereof for the intended use. The COUNTY shall accept the Public Utility System and additions as may be contemplated herein, as suitable for their intended purposes based upon the acceptance or approval of such additions by the applicable governmental authorities.

13. The COUNTY covenants and agrees to provide sufficient water and sewer services requested by PPLP and PPOA in accordance with the COUNTY's regulations as amended from time to time, and in the same manner applied to other residential developments, said regulations being incorporated herein by reference as if fully set forth. COUNTY further agrees to provide, in a timely manner, sufficient water and sewer services for the development of that portion of the Property identified as Phase V on Exhibit B to this Agreement, and, at such time that it may be developed by PPLP, that portion of the Property identified as Phase IV on Exhibit C to this Agreement, in accordance with the COUNTY's regulations as amended from time to time, and in the same manner applied to other residential developments, said regulations being incorporated herein by reference as if fully set forth. COUNTY further covenants and agrees to operate the water and sewer systems in the ordinary course of business and in accordance with prudent operating procedures.

14. PPLP and COUNTY agree to use their best collaborative efforts to locate up to two (2) additional well sites to the County for future water supply. Each site shall be a minimum 220 feet by 220 feet and spaced a minimum of 2500 linear feet apart and away from all existing public wells. Each well site should be located on high ground, on a site that shall be agreed to by both parties. The COUNTY will first construct a test well to determine the quantity and quality of the water. If acceptable, the COUNTY will construct and get permitted a production well with well house for public water supply, and pipe the well to the distribution system. If the additional well site is located in Phase IV or Phase V of the Property, access to the well site will be provided as part of the platted development. All new development will be subject to and in accordance with the COUNTY's policies as referenced in section number 13 above.

Miscellaneous Terms

15. In the event that any party to this Agreement shall be in breach of the terms hereof, then any non-breaching party shall have the right to (i) bring an action in equity to enforce the provisions hereof, including, but not limited to, an action to force the specific performance of the terms hereof, and/or, (ii) pursue an action(s) to seek damages for the breach of the terms or conditions hereof.

16. Any notices or other communications required or permitted hereunder shall be sufficiently given if, in writing, and (i) delivered personally, or (ii) sent by certified mail, return receipt requested, postage prepaid, addressed as shown below, or to such other address as the party concerned may substitute by written notice to the other.

If to COUNTY: COUNTY OF MOORE
Attn: County Manager
P. O. Box 905
Carthage, NC 28327

If to PPLP: PINEWILD PROJECT LIMITED PARTNERSHIP
c/o Tohato Realty, USA, Inc., General Partner
Attn: Koichi Sato, President
P.O. Box 4935
Pinehurst, NC 28374

If to PPOA: PINEWILD PROPERTY OWNERS ASSOCIATION
Attn: President
P.O. Box 3975
Pinehurst, North Carolina 28374

All notices personally delivered shall be deemed received on the date of delivery. All notices forwarded by mail shall be deemed received on a date seven days (excluding Sundays and Holidays) immediately following the date of deposit in the U. S. Mail. Provided, however, the return receipt indicating the date upon which a notice was received shall be prima facie evidence that such notice was received on the date on the return receipt.

17. The terms of this Agreement shall not be construed to be binding upon any of the parties hereto until all parties have properly executed the same in the space provided below.

18. Each party shall bear its own attorney's fees and legal and other costs. Other than as specifically provided herein, (i) PPLP shall bear all costs and expenses that are normally and customarily borne by sellers of similar water/sewer infrastructure and underlying real property in the locale where the Property is located; and (ii) COUNTY shall bear all costs and expenses that are normally and customarily borne by purchasers of similar water/sewer infrastructure and underlying real property in the locale where the Property is located.

19. The parties hereto further agree that nothing contained herein shall be construed to be an admission of liability of any sort, or to be an admission of the binding effect of the 1993 Amendment, and that said Agreement is made to terminate further controversy with respect to all claims that the parties assert between and among themselves in connection with prior Contract(s).

20. Each party hereby warrants and represents to the other parties hereto that (a) no representation about the nature or extent of any claim, demand, damage or right that it has, or may have, against any other party have been made thereto, or to anyone acting on its behalf, to induce any other party to execute this Agreement, (b) it relied on no such representation, (c) it has fully read and understood this Agreement before signing its name, and (d) it executed this Agreement voluntarily and with full

advice of counsel. In addition, the parties and their respective counsels agree that this Agreement is fully integrated, consisting of the entire understanding of each and every party to this Agreement.

21. In the event for any reason that any provision or portion of this Agreement shall be found to be void or invalid or unenforceable, then such provision or portion shall be deemed to be severable from the remaining provisions or portions of this Agreement, and it shall not affect the validity of the remaining portions, which portions shall be given full effect as if the void or invalid provision or portion had not been included herein, and the parties shall substitute, in lieu of the void, invalid or unenforceable provision, a legal, valid and enforceable provision as similar in terms to the void invalid or unenforceable provision as possible in order to accomplish the original intent and purposes of the parties hereunder.

22. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same agreement (it being understood that all Parties need not sign the same counterpart). This Agreement, to the extent signed and delivered or countersigned and returned by means of a facsimile machine or other or electronic reproductive image of a manual signature, shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

23. This Agreement contains the full understanding of the parties. Any modifications or addendums to this Agreement must be in writing and executed by the party against which enforcement is sought. No delay or failure on the part of any party in the exercise of any right, power or remedy shall operate as a waiver thereof, nor shall any single or partial exercise by any of them of any right, power or remedy preclude other or further exercise thereof, or the exercise of any other right, power or remedy.

24. This Agreement shall be construed under the laws of the State of North Carolina, and any dispute that may later arise with respect to any term or provision of this Agreement shall be resolved in the General Court of Justice, Moore County, Superior Court Division, it being the clear intent of the parties hereto to consent to such jurisdiction and venue.

25. This Agreement shall bind the COUNTY, PPLP, PPOA and their respective successors and assigns.

26. Except as expressly set forth herein, the remedies, if any, set forth in this Agreement shall be in addition to any legal or equitable remedies under applicable law or in any other agreement between or among the parties and shall not be construed as a limitation upon, an alternative for or in lieu of any other remedies.

27. Nothing in this Agreement shall be construed as giving any person or entity, other than the Parties, and their respective successors and permitted assigns, any right, remedy or claim under or in respect to this Agreement or any provision hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, by their duly authorized officers, as of the day and year first above written.

PINEWILD PROJECT LIMITED PARTNERSHIP,

a North Carolina Limited Partnership

By: Tohato Realty U.S.A., Inc.

a North Carolina Corporation, General Partner

By: _____

Koichi Sato, President

(Corporate Seal)

PINEWILD PROPERTY OWNERS ASSOCIATION

By: _____

Myra Sue Baughman

President

(Corporate Seal)

COUNTY OF MOORE

By: _____

Chairman, Moore County Board of Commissioners

Attest:

Laura M. Williams

Clerk to the Board

**NORTH CAROLINA
COUNTY OF MOORE**

I, _____, a Notary Public of the County and State aforesaid, certify that Koichi Sato, personally came before me this day and acknowledged that he is President of Tohato Realty, USA, Inc., the General Partner of Pinewild Project Limited Partnership and that by authority duly given and as the act of the corporation and the partnership, the foregoing instrument was signed in its name by President.

Witness my hand and notarial seal or stamp, this the ____ day of _____, 2023.

Notary Public
My commission expires:

NORTH CAROLINA
County of Moore

I, a Notary Public of the County and State aforesaid, certify that Myra Sue Baughman personally came before me this day and acknowledged that he is the President of Pinewild Property Owners Association, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President and sealed with its corporate seal.

Witness my hand and notarial seal or stamp, this the ____ day of _____, 2023.

Notary Public
My Commission Expires:

NORTH CAROLINA
COUNTY OF MOORE

I, _____, a Notary Public of the County and State aforesaid, certify that Laura M. Williams personally appeared before me this day and acknowledged that she is Clerk to the Board of the Moore County Commissioners, and that by authority duly given, and as the act of the COUNTY, the foregoing instrument was signed in its name by its Chairman, _____, sealed with its corporate seal, and attested by herself as its Clerk to the Board.

Witness my hand and notarial seat or stamp this ____ day of _____, 2023.

Notary Public
My Commission Expires:

Certificate of Chief Finance Officer

I certify that this instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer

EXHIBIT A

Description of Property

Being all of that certain tract of land situated in Mineral Springs Township, Moore COUNTY, North Carolina described on a survey prepared for Pinewild Project Ltd. Ptr., entitled "Pinewild Country Club of Pinehurst, Mineral Springs TWP., Moore Co., N.C." dated August 30, 1994, prepared by Central Carolina Surveyors, P.A., Ronald O. Graham, Surveyor, with revisions dated September 27, 1994, July 5, 2002, July 11, 2002 and July 24, 2002.

EXHIBIT B

MRS. JUDY D. MARPIS
REGISTER OF DEEDS - MOORE COUNTY
CARTHAGE, NORTH CAROLINA 28327

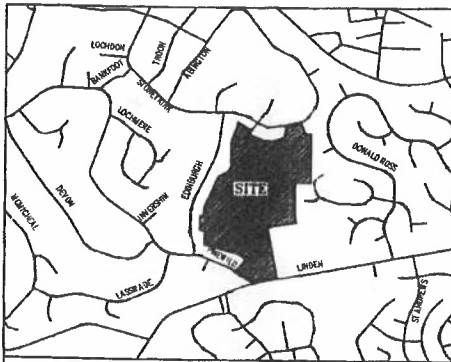
JUL 22 P 2 30

PLAT CABINET

10

SLIDE

175



OWNERS ADDRESS:
PINWILD PROJECT LIMITED PARTNERSHIP
PO BOX 3007
PINEHURST, NC 28374

SURVEYORS ADDRESS:
BLUE, LAND, WATER, INFRASTRUCTURE, PA
P.O. BOX 811
SOUTHERN PINES, NC 28386
(910) 692-6481

I, JAMES S. ARMSTRONG, CERTIFY THAT THIS PLAT WAS
DRAWN UNDER MY SUPERVISION FROM AN ACTUAL
SURVEY MADE UNDER MY SUPERVISION. THAT
THE BOUNDARIES NOT SURVEYED ARE CLEARLY
INDICATED AS SHOWN FROM INFORMATION SHOWN
IS 1:10,000. THAT THIS PLAT WAS PREPARED
IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.
WITNESS MY ORIGINAL SIGNATURE AND SEAL
NUMBER AND SEAL THIS 21ST DAY OF
JULY, 2003.

JAMES S. ARMSTRONG, PLS NO. 4411

I, JAMES S. ARMSTRONG, PROFESSIONAL LAND SURVEYOR,
DO HEREBY CERTIFY TO THE FOLLOWING:

THAT THE SURVEY IS OF AN EXISTING PARCEL
OR PARCELS OF LAND AND DOES NOT CREATE
A NEW STREET OR CHANGE AN EXISTING STREET.

JAMES S. ARMSTRONG, PLS NO. 4411

NUMBER	DIRECTION	DISTANCE
L1	S29°41'11"E	275.50
L2	S20°00'00"E	113.25
L3	S27°47'11"E	185.00
L4	S16°15'52"E	114.75
L5	S15°15'00"E	74.93
L6	S18°18'48"E	29.87
L7	N7°20'45"E	121.81
L8	N7°45'48"E	131.39
L9	N7°44'27"E	207.20
L10	S2°14'34"E	242.60
L11	S2°15'48"E	99.71
L12	S20°07'02"E	131.42
L13	S27°16'40"E	124.88
L14	S20°22'47"E	285.52
L15	S20°12'30"E	419.40
L16	N49°43'00"W	200.37
L17	N49°43'00"W	66.87
L18	S20°24'13"E	168.83
L19	S20°24'47"W	337.43
L20	S27°17'27"E	115.40
L21	S11°00'31"E	162.07
L22	S18°17'08"E	180.03
L23	S18°15'45"E	330.02
L24	S11°22'09"E	28.70
L25	S71°02'37"E	618.04
L26	S18°15'45"E	319.54
L27	S7°07'48"E	135.04
L28	S7°19'32"E	113.14
L29	N18°55'21"E	283.40
L30	N18°16'18"E	164.38
L31	N18°16'54"E	27.89
L32	N74°07'43"W	147.82
L33	N74°06'33"W	166.80
L34	N74°03'05"W	152.89
L35	N74°06'48"W	178.08
L36	N18°16'54"E	115.40
L37	N18°16'54"E	166.80
L38	N74°06'48"W	152.89
L39	N74°03'05"W	166.80
L40	N74°07'43"W	147.82
L41	N18°16'54"E	166.80
L42	N18°16'54"E	115.40
L43	N74°06'48"W	152.89
L44	N74°03'05"W	166.80
L45	N74°07'43"W	147.82
L46	N18°16'54"E	166.80
L47	N18°16'54"E	115.40
L48	N74°06'48"W	152.89
L49	N74°03'05"W	166.80
L50	N74°07'43"W	147.82
L51	N18°16'54"E	166.80
L52	N18°16'54"E	115.40
L53	N74°06'48"W	152.89
L54	N74°03'05"W	166.80
L55	N74°07'43"W	147.82
L56	N18°16'54"E	166.80
L57	N18°16'54"E	115.40
L58	N74°06'48"W	152.89

NOTE: NO CLEAR LEGAL DOCUMENTATION REGARDING
SANITARY SEWER EASEMENT RIGHTS.
EASEMENT RIGHTS DETERMINED FROM VARIOUS SOURCES.
PROPERTY SUBJECT TO ANY AND ALL EASEMENTS,
RIGHT-OF-WAYS, AND AGREEMENTS OF RECORD PRIOR
TO THE DATE OF THIS PLAT.
ALL ROADS PUBLIC UNLESS OTHERWISE NOTED.

NUMBER	CD	LC	R	L
C1	N0°0'0"0"E	134.82	1116.00	134.91
C2	N0°32'28"E	55.52	111.28	56.12
C3	N85°41'21"W	42.80	30.00	47.50
C4	N73°17'03"E	112.67	321.85	112.89
C5	N58°27'57"W	248.20	2700.00	248.28
C6	N54°07'42"W	134.22	12700.00	134.24

NUMBER	CD	LC	R	L
TC1	N79°33'54"E	18.22	508.68	18.22
TC2	N56°43'53"E	189.32	281.68	190.30
TC3	S31°43'30"E	275.28	400.00	281.03
TC4	N84°22'18"W	223.43	2120.00	223.44
TC5	S45°48'00"W	44.83	384.00	50.72
TC6	N88°48'30"W	130.38	2170.81	130.40
TC7	N47°58'57"W	42.18	30.00	46.77

NUMBER	DIRECTION	DISTANCE
TL1	N79°31'47"E	135.29
TL2	S75°09'20"W	144.11
TL3	N89°44'11"W	104.77
TL4	N89°44'07"W	320.36
TL5	N31°02'30"E	291.49
TL6	N65°12'50"E	58.14
TL7	S55°00'28"E	129.30
TL8	S50°44'13"E	123.09
TL9	S24°03'49"W	235.21

NUMBER	DIRECTION	DISTANCE
CL1	N42°37'25"E	50.09
CL2	S45°18'05"E	60.39
CL3	S24°32'08"W	49.88
CL4	N89°38'28"W	50.42
CL5	S45°56'56"E	108.81

LEGEND

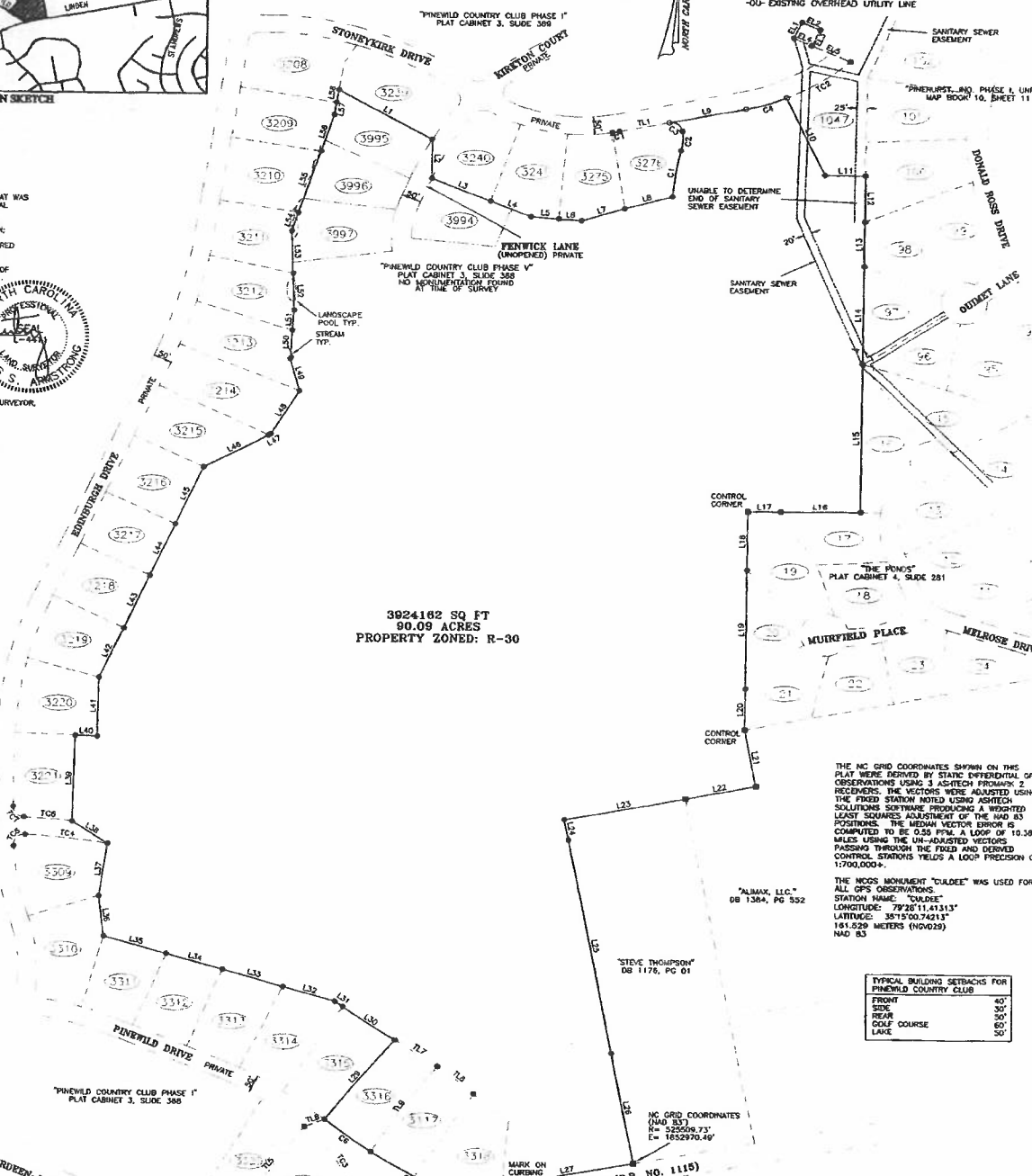
- (UNLESS OTHERWISE DENOTED)
- EXISTING IRON STAKE
- EXISTING CONCRETE MONUMENT
- SET IRON STAKE
- SET CONCRETE MONUMENT
- △ SET P.K. NAIL
- ▲ EXISTING P.K. NAIL
- W- EXISTING WATER LINE
- F- EXISTING FIRE HYDRANT
- V- EXISTING WATER VALVE
- M- EXISTING WATER METER
- SS- EXISTING SANITARY SEWER LINE
- S- EXISTING SANITARY SEWER MANHOLE
- C- EXISTING SANITARY SEWER CLEANOUT
- T- EXISTING CABLE TELEVISION PEDESTAL
- P- EXISTING TELEPHONE PEDESTAL
- E- EXISTING POWER STRUT
- B- EXISTING POWER BOX
- U- EXISTING UTILITY POLE
- O- EXISTING OVERHEAD UTILITY LINE

SURVEY NOTES

RATIO OF PRECISION:
1/10,700+

AREA DETERMINED BY
COORDINATE METHOD

LEGAL REFERENCE:
PLAT CABINET 3, SLIDE 199
PLAT CABINET 3, SLIDE 388
PLAT CABINET 3, SLIDE 281
PLAT CABINET 4, SLIDE 521
MAP BOOK 10, PAGE 11
DEED BOOK 729, PAGE 408



3924182 SQ FT
90.09 ACRES
PROPERTY ZONED: R-30

THE NC GRID COORDINATES SHOWN ON THIS
PLAT WERE DERIVED BY STATIC DIFFERENTIAL GPS
OBSERVATIONS USING 3 ASHTON PROMARK 2
RECEIVERS. THE VECTORS WERE ADJUSTED USING
THE FIXED STATION NOTED USING ASHTON
SOLUTIONS SOFTWARE PROGRAMING A WEIGHTED
LEAST SQUARES ADJUSTMENT OF THE NAD 83
POSITIONS. THE MEAN VECTOR ERROR IS
COMPUTED TO BE 0.35 PPM. A LOOP OF 10.38
MILES USING THE UN-ADJUSTED STATIONS
PASSING THROUGH THE FIXED AND DERIVED
CONTROL STATIONS YIELDS A LOOP PRECISION OF
1:700,000+.

THE MOSS MONUMENT "CLADE" WAS USED FOR
ALL GPS OBSERVATIONS.
STATION NAME: "CLADE"
LONGITUDE: 77°20'11.41113"
LATITUDE: 35°15'00.74213"
181,529 METERS (NGVD29)
NAD 83

TYPICAL BUILDING SETBACKS FOR PINWILD COUNTRY CLUB	
FRONT	40'
SIDE	30'
REAR	30'
GOLF COURSE	60'
LAKE	50'

MAP OF A BOUNDARY SURVEY FOR PINWILD PROJECT LIMITED PARTNERSHIP PHASE V DEVELOPMENT PINWILD COUNTRY CLUB

MINERAL SPRINGS TOWNSHIP, MOORE COUNTY
NEAR PINEHURST, NORTH CAROLINA
JULY 22, 2003 / 1"=200'

prepared by
BLUE, LAND, WATER, INFRASTRUCTURE, PA
SOUTHERN PINES, NORTH CAROLINA

JSA
LRC: 25104
PN: 030036
FN: 030036A.DWG
FB: 06-06-02





WARRANTY DEED

This document prepared by:
Donnell G. Adams, Jr., Attorney at Law
100 Market Square
Pinehurst, North Carolina 28374

STATE OF NORTH CAROLINA

COUNTY OF MOORE

WARRANTY DEED

THIS WARRANTY DEED is made this 2nd day of February, 2023, by and between **PINEWILD PROJECT LIMITED PARTNERSHIP**, a North Carolina limited partnership, P.O. Box 3369, Pinehurst, NC 28374, ("Grantor"), and the **COUNTY OF MOORE**, a political subdivision of the State of North Carolina, P.O. Box 905, Carthage, NC 28327 ("Grantee").

WITNESSETH:

THAT the Grantor, in consideration of Grantee accepting the conveyance herein and making available to Grantor its water and sewer distribution service, equipment and systems, the receipt and sufficiency of which consideration is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all of those certain lots, tracts, or parcels of land situated in the Village of Pinehurst, Mineral Springs Township, Moore County, North Carolina, and more particularly described as follows:

Pump Station PW1:

BEGINNING at a set iron stake located N. 01 degrees 24 minutes 14 seconds E. 39.14 feet from a set iron stake in the northern right of way line of Stoneykirk Drive, and running thence as follows: N. 58 degrees 58 minutes 10 seconds W. 50.00 feet to a set iron stake; thence N. 31 degrees 01 minutes 26 seconds E. 110.00 feet to a set iron stake; thence S. 58 degrees 58 minutes 24 seconds E. 50.00 feet to a set iron stake; thence S.

31 degrees 01 minutes 26 seconds W. 110.00 feet to the point and place of BEGINNING, being a parcel of 0.13 acres, more or less.

TOGETHER WITH an easement for access, ingress, egress and regress to and from the abovedescribed property from Stoneykirk Drive, said easement being described as follows:

BEGINNING at a set iron stake in the northern right of way line of Stoneykirk Drive, and running thence as follows: N. 01 degrees 24 minutes 14 seconds E. 39.14 feet to a set iron stake; thence N. 31 degrees 01 minutes 26 seconds E. 110.00 feet to a set iron stake; thence S. 58 degrees 58 minutes 24 seconds E. 25.00 feet to a set iron stake; thence S. 31 degrees 01 minutes 17 seconds W. 93.39 feet to a set iron stake; thence S. 01 degrees 24 minutes 14 seconds W. 64.77 feet to a set iron stake in the northern right of way line of Stoneykirk Drive; thence with said line of Stoneykirk Drive along the arc of its curve in a northwesterly direction 38.09 feet to the point and place of BEGINNING.

See Exhibit A, attached hereto and incorporated herein by reference.

Pump Station PW3:

BEGINNING at a set iron stake in the northern right of way line of Kilbride Drive, and running thence as follows: with said line of Kilbride Drive along the arc of its curve in a southwesterly direction 54.98 feet to an existing iron stake; thence N. 22 degrees 51 minutes 00 seconds W. 50.00 feet to a set iron stake; thence N. 78 degrees 16 minutes 05 seconds E. 60.00 feet to a set iron stake; thence S. 17 degrees 01 minutes 46 seconds E. 50.00 feet to the point and place of BEGINNING, being a parcel of 0.06 acres, more or less.

See Exhibit B, attached hereto and incorporated herein by reference.

Pump Station PW4:

BEGINNING at a set iron stake located N. 61 degrees 15 minutes 50 seconds W. 119.67 feet from an existing iron stake in the western corner of Lot 2550, Phase III, Section 4, Pinewild Country Club of Pinehurst as set forth on a plat recorded in Plat Cabinet 5, Slide 764, Moore County Register of Deeds, and running thence as follows: N. 61 degrees 15 minutes 50 seconds W. 104.84 feet to a set iron stake; thence N. 24 degrees 42 minutes 43 seconds E. 9.91 feet to a set iron stake; thence S. 87 degrees 12 minutes 40 seconds E. 85.73 feet to a set iron stake; thence S. 21 degrees 09 minutes 04 seconds E. 36.96 to a set iron stake; thence S. 28 degrees 17 minutes 29 seconds W. 23.58 feet to the point and place of BEGINNING, being a parcel of 0.07 acres, more or less.

See Exhibit C, attached hereto and incorporated herein by reference.

Pump Station PW5:

BEGINNING at a set iron stake located N. 79 degrees 10 minutes 03 seconds E. 54.49 feet from a set iron stake in the northern right of way line of Chicken Plant Road, and running thence as follows: N. 79 degrees 10 minutes 03 seconds E. 130.00 feet to a set iron stake; thence S. 10 degrees 49 minutes 57 seconds E. 70.00 feet to a set iron stake; thence S. 79 degrees 10 minutes 03 seconds W. 130.00 feet to a set iron stake; thence N. 10 degrees 49 minutes 57 seconds W. 70.00 feet to the point and place of BEGINNING, being a parcel of 0.21 acres, more or less.

TOGETHER WITH easements for access, ingress, egress and regress to and from the abovedescribed property, as set forth and identified as "30' Permanent Cart Path and Utility Easement" on a plat recorded in Plat Cabinet 5, Slide 622, Moore County Register of Deeds.

See Exhibit D, attached hereto and incorporated herein by reference.

Pump Station PW7:

BEGINNING at an existing iron stake in the northern right of way line of Glasgow Drive, and running thence as follows: with said line of Glasgow Drive along the arc of its curve in a northwesterly direction 50.27 feet to an existing iron stake; thence N. 33 degrees 44 minutes 13 seconds E. 44.68 feet to an existing iron stake; thence S. 56 degrees 06 minutes 44 seconds E. 24.04 feet to an existing iron stake; thence S. 56 degrees 15 minutes 25 seconds E. 25.94 feet to an existing iron stake; thence S. 33 degrees 22 minutes 17 seconds W. 46.60 feet to the point and place of BEGINNING, being a parcel of 0.05 acres, more or less.

See Exhibit E, attached hereto and incorporated herein by reference.

Pump Station PW8:

BEGINNING at an existing iron stake in the southeastern corner of Lot 3734, Phase II, Section 2 of Pinewild Country Club of Pinehurst as set forth on a plat recorded in Plat Cabinet 6, Slide 368, Moore County Register of Deeds, and running thence as follows: S. 02 degrees 43 minutes 18 seconds W. 50.01 feet to a set iron stake; thence N. 87 degrees 18 minutes 03 seconds W. 201.11 feet to a set iron stake; thence N. 87 degrees 18 minutes 05 seconds W. 80.02 feet to a set iron stake; thence N. 02 degrees 42 minutes 25 seconds E. 70.00 to a set iron stake; thence S. 87 degrees 18 minutes 32 seconds E. 80.02 feet to a set iron stake; thence S. 02 degrees 40 minutes 51 seconds W. 20.00 feet to an existing iron stake in the southern line of said Lot 3734; thence with said line S. 87 degrees 18 minutes 03 seconds E. 201.12 feet to the point and place of BEGINNING, being a parcel of 0.23 acres, more or less.

See Exhibit F, attached hereto and incorporated herein by reference.

Well Site PW20:

BEGINNING at an existing iron stake at the southeasternmost corner of Lot 3440, Phase I, Section 10 of Pinewild Country Club of Pinehurst as set forth on a plat recorded in Plat Cabinet 5, Slide 46, Moore County Register of Deeds, and running thence as follows: with the line of Talladale Court along the arc of its curve in a southeasterly direction 25.09 feet to an existing iron stake at the northernmost corner of Lot 3439, Phase I, Section 10 of Pinewild Country Club of Pinehurst as set forth on a plat recorded in Plat Cabinet 5, Slide 46, Moore County Register of Deeds; thence with the line of Lot 3439, S. 60 degrees 34 minutes 52 seconds W. 60.02 feet to an existing iron stake; thence continuing with the line of Lot 3439, S. 40 degrees 26 minutes 23 seconds W. 240.34 feet to an existing iron stake in the line of Chicken Plant Road; thence with the line of Chicken Plant Road along the arc of its curve in a northwesterly direction 120.04 feet to an existing iron stake; thence N. 14 degrees 39 minutes 39 seconds W. 189.07 feet to an existing iron stake at the southernmost corner of Lot 3441, Phase I, Section 10 of Pinewild Country Club of Pinehurst as set forth on a plat recorded in Plat Cabinet 5, Slide 46, Moore County Register of Deeds; thence with the line of Lot 3441, N. 75 degrees 23 minutes 53 seconds E. 135.22 feet to an existing iron stake at the common corner of Lots 3441 and 3440; thence with the line of Lot 3440, S. 83 degrees 33 minutes 11 seconds E. 181.46 feet to an existing iron stake; thence continuing with the line of Lot 3440, N. 60 degrees 33 minutes 36 seconds E. 61.81 feet to the point and place of BEGINNING, being a parcel of 1.15 acres, more or less, and being one and the same property identified as "Well" as set forth on a plat of Phase I, Section 10 of Pinewild Country Club of Pinehurst, recorded in Plat Cabinet 5, Slide 46, Moore County Register of Deeds.

See Exhibit G, attached hereto and incorporated herein by reference.

This conveyance is made subject to: (i) ad valorem taxes for the current year; (ii) presently-existing utility easements of record; and (iii) restrictions enforceable against the property.

For further reference see Book 729, Page 408, Moore County Register of Deeds. The property conveyed herein was not the primary residence of Grantor.

TO HAVE AND TO HOLD the aforesaid lots, tracts or parcels of land, and all privileges and appurtenances thereto belonging to the Grantee in fee simple, subject, however, to the exceptions, reservations and conditions hereinabove referred to;

AND the Grantor covenants with the Grantee, that the Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that the Grantor will warrant and defend the title against the lawful claims of all persons, subject however, to the exceptions, reservations and conditions hereinabove referred to.

The designations "Grantor" and "Grantee" as used herein shall include said parties and their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers by authority of its Board of Directors, on the day and year first above written.

PINEWILD PROJECT LIMITED PARTNERSHIP

By: Tohato Realty U.S.A., Inc., General Partner

By: _____
Koichi Sato, President

Moore County
North Carolina

I certify that the following person(s) personally appeared before me this day, and (I have personal knowledge of the identity of the principal(s)) (I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____); each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated under authority duly granted: **Koichi Sato, President of Tohato Realty U.S.A., Inc., General Partner of PINEWILD PROJECT LIMITED PARTNERSHIP.**

Date: _____ Notary Public
My Commission Expires: _____

[AFFIX NOTARIAL SEAL HERE]

ACCEPTANCE OF DEED

This General Warranty Deed was accepted by the Moore County Board of Commissioners on the ____ day of _____, 20____.

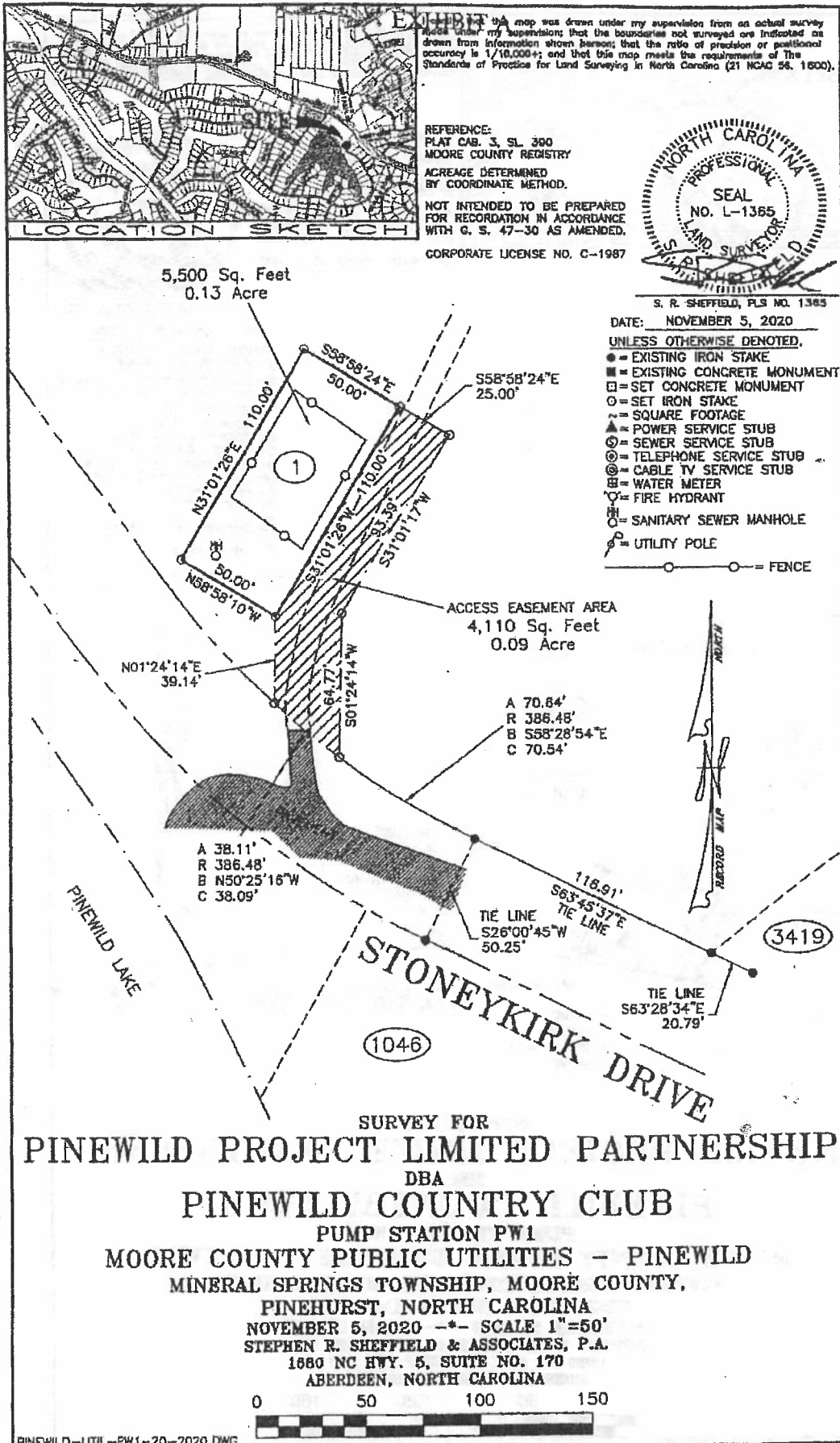
COUNTY OF MOORE

ATTEST:

Nick Picerno, Chair
Moore County Board of Commissioners

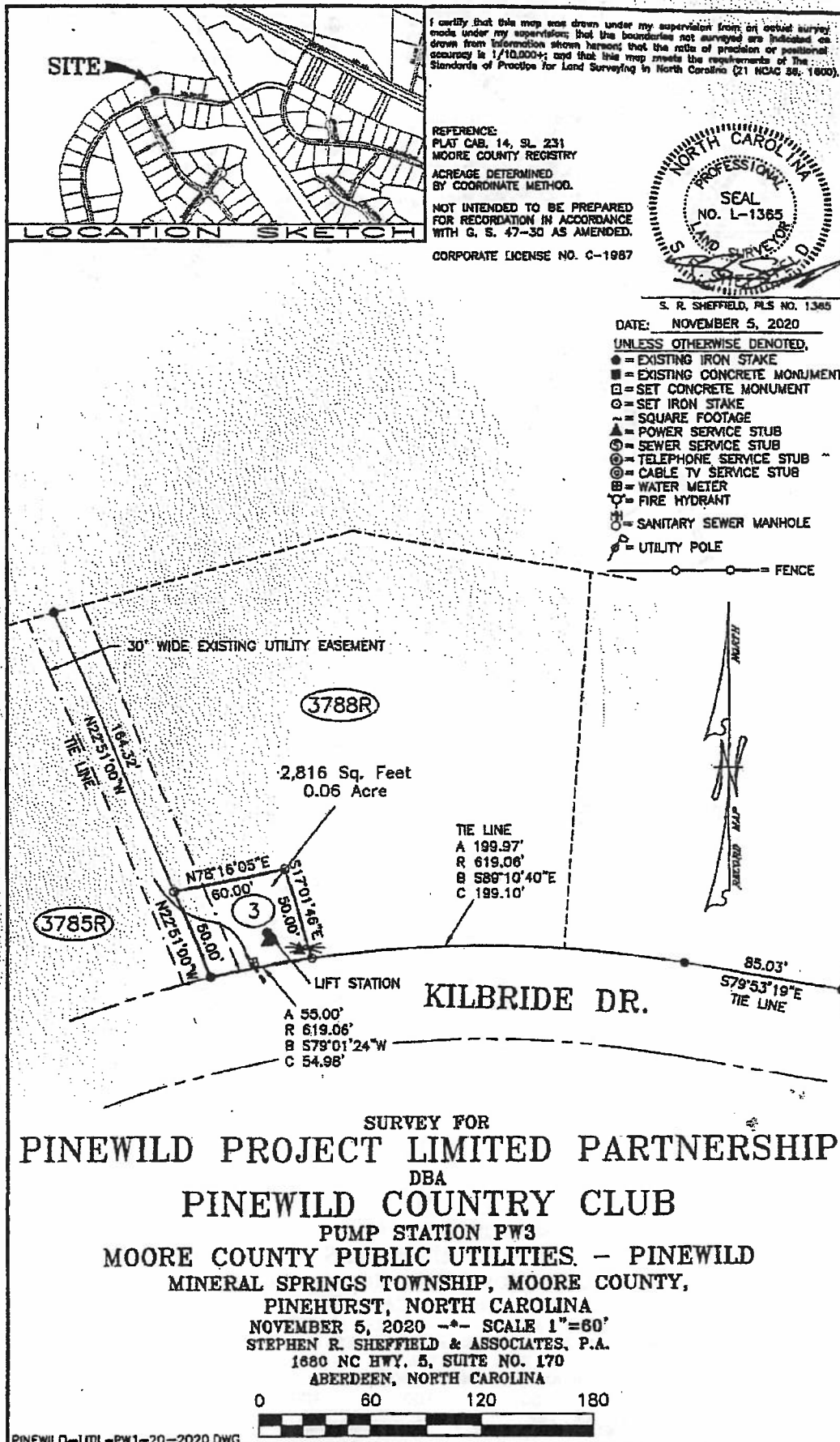
Laura M. Williams
Clerk to the Board

EXHIBIT A



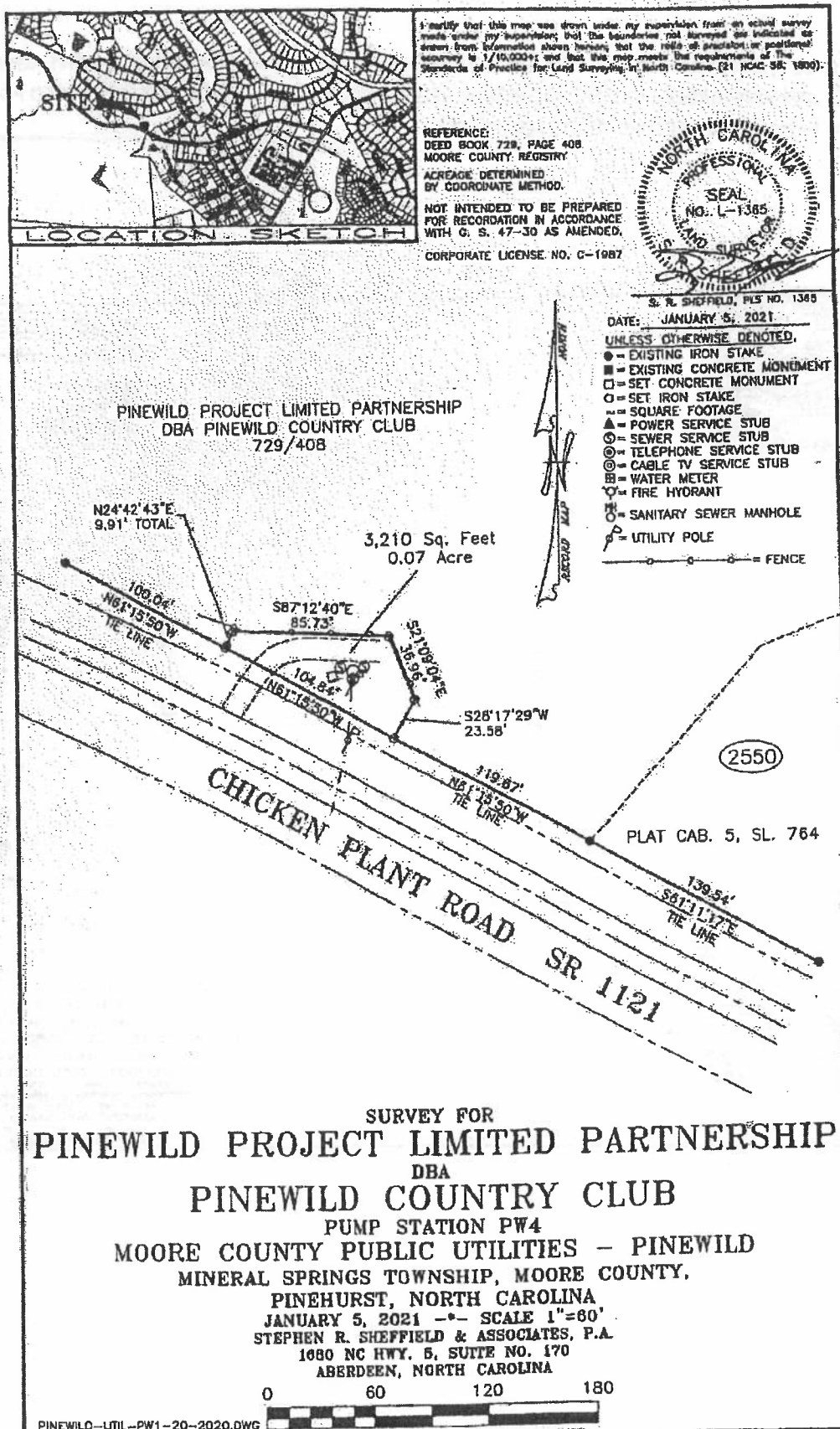
THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS

EXHIBIT B



THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS

EXHIBIT C



THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS

EXHIBIT D

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS

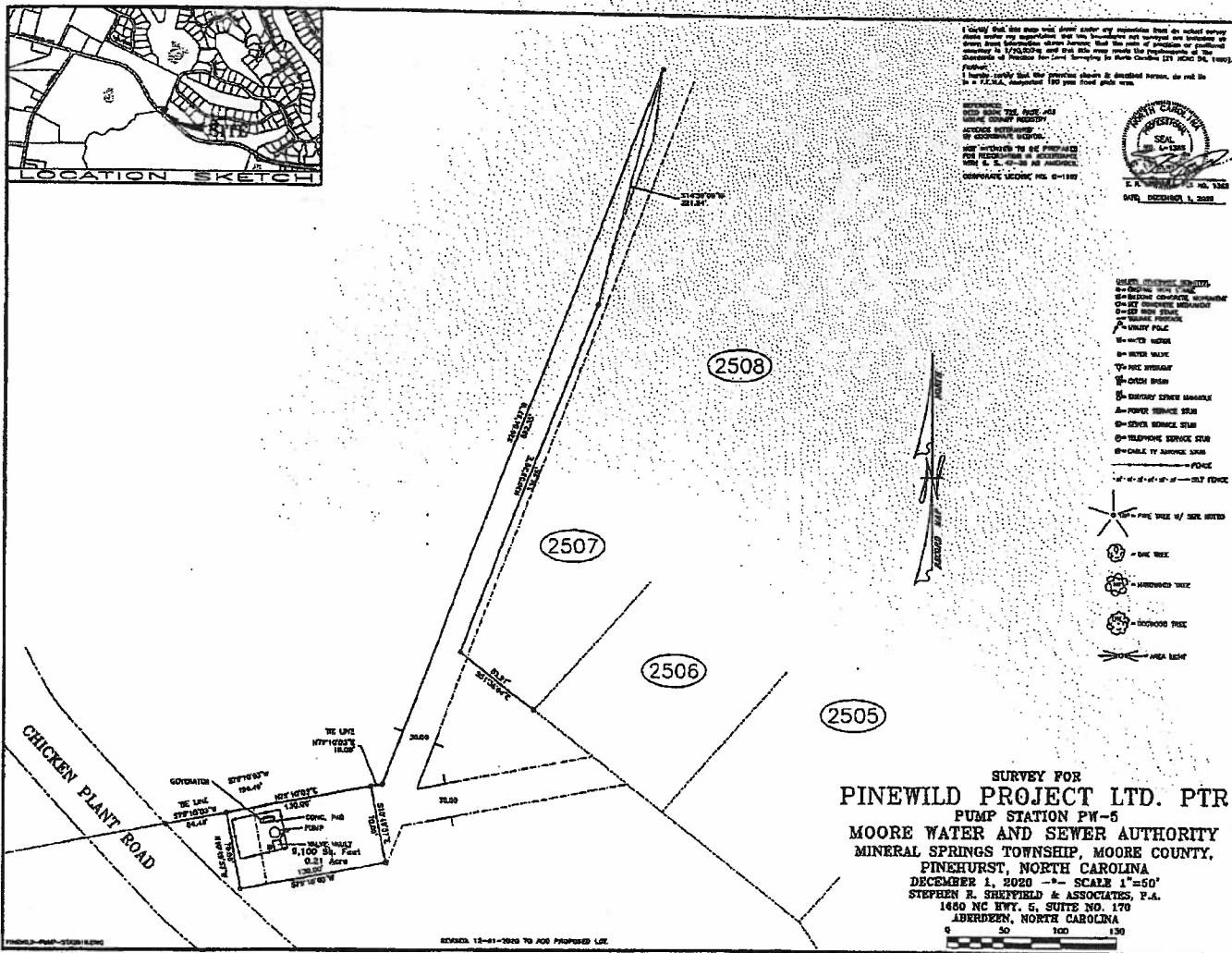
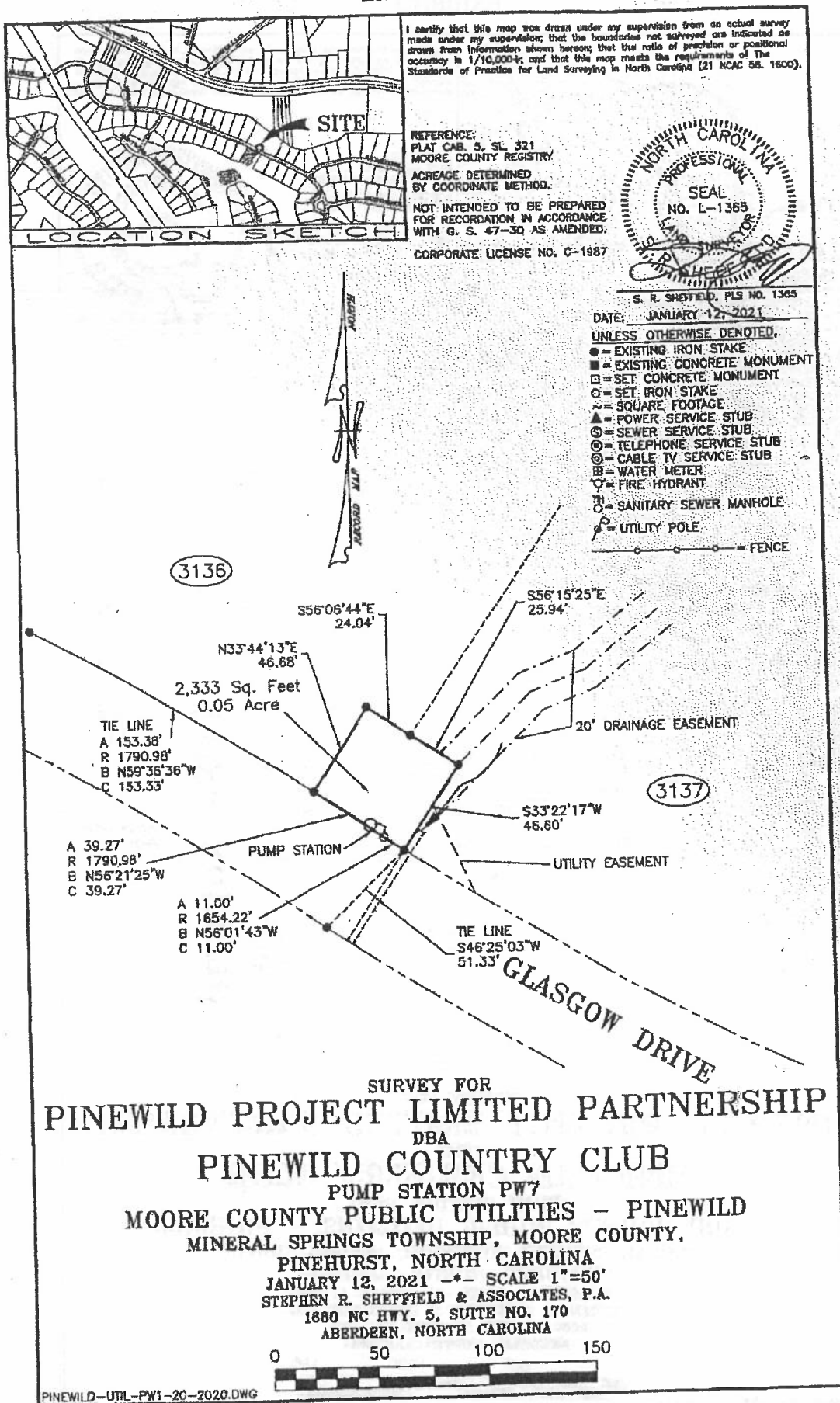


EXHIBIT E



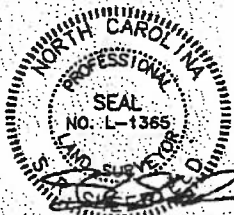
THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS

I certify that this map was drawn under my supervision from an actual survey made under my supervision; that the boundaries not surveyed are indicated as drawn from information shown hereon; that the ratio of precision or positional accuracy is 1/10,000+; and that this map meets the requirements of The Standards of Practice for Land Surveying in North Carolina (2) NCAC 56, 18001

REFERENCE:
PLAT C&B. 8; SL. 368
MOORE COUNTY REGISTRY
ACREAGE DETERMINED
BY COORDINATE METHOD.

NOT INTENDED TO BE PREPARED
FOR RECORDATION IN ACCORDANCE
WITH G. S. 47-30 AS AMENDED.

CORPORATE LICENSE NO. C-1987



S. R. SHEFFIELD, PLS NO. 1385

DATE: NOVEMBER 5, 2020

SITE

LOCATION Z SKETCH

UNLESS OTHERWISE DENOTED:

- EXISTING IRON STAKE
- EXISTING CONCRETE MONUMENT
- SET CONCRETE MONUMENT
- SET IRON STAKE
- ~ SQUARE FOOTAGE
- ▲ POWER SERVICE STUB
- SEWER SERVICE STUB
- ◎ TELEPHONE SERVICE STUB
- ⊙ CABLE TV SERVICE STUB
- WATER METER
- FIRE HYDRANT
- SANITARY SEWER MANHOLE
- ▲ UTILITY POLE

3733

3734

3735

3736

**PINEWILD PROJECT LIMITED PARTNERSHIP
DALLAS
PINEWILD COUNTRY CLUB**

5,603 Sq. Feet
0.13 Acres

STREAM

10,059 Sq. Feet
0.23 Acres

KILBRIDE / DRIVE

SURVEY FOR
PINEWILD PROJECT LIMITED PARTNERSHIP

PINEWILD COUNTRY CLUB

PUMP STATION PW8

MOORE COUNTY PUBLIC UTILITIES - PINEWILD

MINERAL SPRINGS TOWNSHIP, MOORE COUNTY,

PINEHURST, NORTH CAROLINA

NOVEMBER 5, 2020 -- SCALE 1"=60'
STEPHEN R. SHEFFIELD & ASSOCIATES, P.A.

1880 NC HWY. 5, SUITE NO. 170
ABERDEEN, NORTH CAROLINA

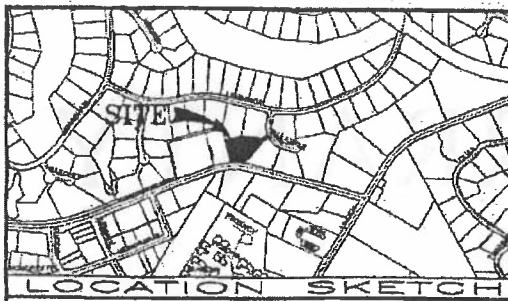
0 60 120 180

PINEMLD-UTIL-PW1-20-2020.DWG

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THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS

EXHIBIT G



I certify that this map was drawn under my supervision from an actual survey made under my supervision; that the boundaries not surveyed are indicated as drawn from information shown hereon; that the ratio of precision or positional accuracy is 1/10,000+; and that this map meets the requirements of the Standards of Practice for Land Surveying in North Carolina (21 NCAC 56, 1800).

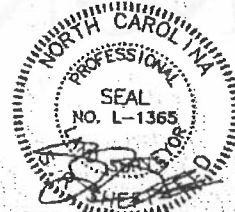
Further:

I hereby certify that the premises shown & described hereon, do not lie in a F.E.M.A. designated 100 year flood plain area.

REFERENCE:
PLAT CAB. 5, SL. 48
MOORE COUNTY REGISTRY
ACREAGE DETERMINED
BY COORDINATE METHOD.

NOT INTENDED TO BE PREPARED
FOR RECORDATION IN ACCORDANCE
WITH G. S. 47-30 AS AMENDED.

CORPORATE LICENSE NO. C-1987

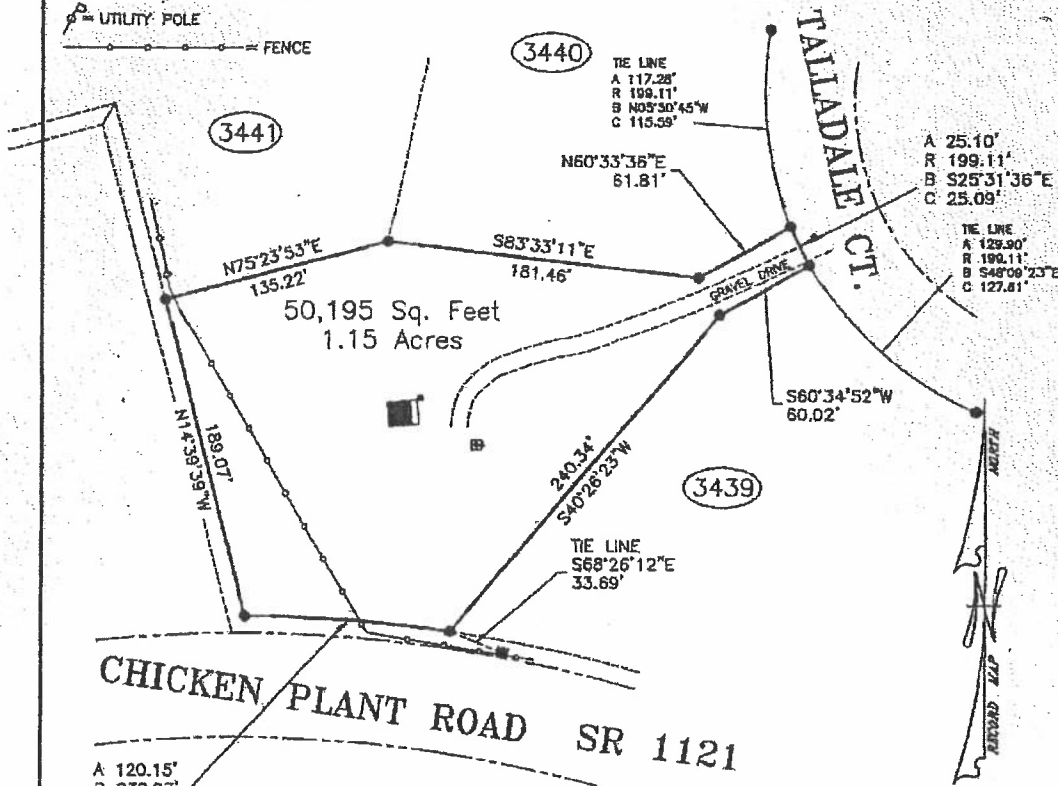


S. R. SHEPHERD, PLS NO. 1365

DATE: JANUARY 11, 2021

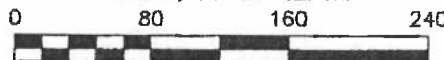
UNLESS OTHERWISE DENOTED:

- = EXISTING IRON STAKE
- = EXISTING CONCRETE MONUMENT
- = SET CONCRETE MONUMENT
- = SET IRON STAKE
- ~ = SQUARE FOOTAGE
- ▲ = POWER SERVICE STUB
- = SEWER SERVICE STUB
- = TELEPHONE SERVICE STUB
- = CABLE TV SERVICE STUB
- ⊕ = WATER METER
- ⊕ = FIRE HYDRANT
- ⊕ = SANITARY SEWER MANHOLE
- ⊕ = UTILITY POLE
- = FENCE



SURVEY FOR
PINEWILD PROJECT LIMITED PARTNERSHIP
DBA
PINEWILD COUNTRY CLUB

WELL SITE PW20
MOORE COUNTY PUBLIC UTILITIES - PINEWILD
MINERAL SPRINGS TOWNSHIP, MOORE COUNTY,
PINEHURST, NORTH CAROLINA
JANUARY 11, 2021 -- SCALE 1"=80'
STEPHEN R. SHEPHERD & ASSOCIATES, P.A.
1680 NC HWY. 5, SUITE NO. 170
ABERDEEN, NORTH CAROLINA



PINEWILD-UTIL-PW1-20-2020.DWG

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THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS

NONWARRANTY DEED

This document prepared by and to be returned to:
Donnell G. Adams, Jr., Attorney at Law
100 Market Square
Pinehurst, North Carolina 28374

**STATE OF NORTH CAROLINA
COUNTY OF MOORE**

NONWARRANTY DEED

THIS NONWARRANTY DEED is entered this 2nd day of February, 2023, by and between **PINEWILD PROJECT LIMITED PARTNERSHIP**, a North Carolina limited partnership, P.O. Box 3369, Pinehurst, NC 28370 ("Grantor"), and the **COUNTY OF MOORE**, a political subdivision of the State of North Carolina, P.O. Box 905, Carthage, NC 28327 ("Grantee").

WITNESSETH:

THAT the Grantor, in consideration of Grantee accepting the conveyance herein and making available to Grantor its water and sewer distribution service, equipment and systems, the receipt and sufficiency of which consideration is hereby acknowledged, has and by these presents does remise, release and forever convey unto the Grantee:

Any and all utility rights of way, utility privileges, and utility easements including those for ingress and egress, held or used by Grantor or its agents in connection with the construction, maintenance and operation of facilities and fixtures used for collecting, storing, purifying, treating and/or distributing water, and of facilities and fixtures used for collecting, transporting, treating, processing and disposing of sewage and other waste materials, under, over, or across the real property of Grantor known and identified as "Pinewild Country Club of Pinehurst."

This conveyance by Grantor shall further include any and all right and title of Grantor to any and all presently existing water, sewer and storm sewer lines,

conduits, and other appurtenances constructed for such purposes by Grantor, its agents, or by any utility company, and situated on or about the real property of Grantor known and identified as "Pinewild Country Club of Pinehurst."

TO HAVE AND TO HOLD the aforesaid property and all privileges and appurtenances thereto belonging to Grantee in fee simple. Grantor makes no warranty of title to the property.

The designations "Grantor" and "Grantee" as used herein shall include said parties and their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers by authority of its Board of Directors, on the day and year first above written.

PINEWILD PROJECT LIMITED PARTNERSHIP
By: Tohato Realty U.S.A., Inc., General Partner

By: _____
Koichi Sato, President

Moore County
North Carolina

I certify that the following person(s) personally appeared before me this day, and (I have personal knowledge of the identity of the principal(s)) (I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____); each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Koichi Sato, President of Tohato Realty U.S.A., Inc., General Partner of PINEWILD PROJECT LIMITED PARTNERSHIP.

Date: _____
(Affix Notary Seal Here)

Notary Public
My Commission Expires: _____

ACCEPTANCE OF DEED

This Non Warranty Deed was accepted by the Moore County Board of Commissioners on the ____ day of _____, 20____.

COUNTY OF MOORE

ATTEST:

Nick Picerno, Chair
Moore County Board of Commissioners

Laura M. Williams
Clerk to the Board

BILL OF SALE

This document prepared by:
Donnell G. Adams, Jr., Attorney at Law
100 Market Square
Pinehurst, North Carolina 28374

**STATE OF NORTH CAROLINA
COUNTY OF MOORE**

BILL OF SALE

THIS BILL OF SALE is made this _____ day of _____, 2022, by and between **PINEWILD PROJECT LIMITED PARTNERSHIP, a North Carolina limited partnership**, P.O. Box 3369, Pinehurst, NC 28374, ("Seller"), and the **COUNTY OF MOORE, a political subdivision of the State of North Carolina**, P.O. Box 905, Carthage, NC 28327 ("Buyer").

WITNESSETH:

THAT Seller, in consideration of Buyer accepting the conveyance herein and making available to Seller its water and sewer distribution service, equipment and systems, the receipt and sufficiency of which consideration is hereby acknowledged, has and by these presents does bargain, sell and convey unto the Buyer, and has bargained and sold and does by this Bill Of Sale bargain, sell and convey to Buyer and its successors and assigns, any and all of its ownership, title and/or interest in and to - and does by this Bill of Sale release and relinquish to Buyer any and all claims that it has or may have for, in, on or to - the following described personal property situated on or about the development known and identified as "Pinewild Country Club of Pinehurst" (hereinafter referred to as "Personal Property"), **as is, where is, with no warranties whatsoever, express or implied, and specifically excluding (only as an example but not as a limitation) any warranties of merchantability and/or fitness for a particular purpose:**

All personal property, equipment, apparatus, pipelines, water mains, valves, hydrants, pipes, pumps, meters and meter boxes, sanitary sewer mains, manholes, valves, pumping stations, and any other personal property and/or related appurtenances necessary for the supply of public water to and the collection of wastewater from the development known and identified as Pinewild Country Club of Pinehurst.

TO HAVE AND TO HOLD the Personal Property.

SELLER covenants that it is seized of the Personal Property, and has the right to convey good and marketable title to the Personal Property, and Seller further covenants that the Personal Property is free and clear of all liens and/or encumbrances and that it shall warrant and defend title to the Personal Property against the lawful claims of any person or entity.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale on the day and year first above written.

PINEWILD PROJECT LIMITED PARTNERSHIP

By: Tohato Realty U.S.A., Inc., General Partner

By: _____
Koichi Sato, President

Moore County
North Carolina

I certify that the following person(s) personally appeared before me this day, and (I have personal knowledge of the identity of the principal(s)) (I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____); each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated under authority duly granted: **Koichi Sato, President of Tohato Realty U.S.A., Inc., General Partner of PINEWILD PROJECT LIMITED PARTNERSHIP.**

Date: _____ Notary Public
My Commission Expires: _____

[AFFIX NOTARIAL SEAL HERE]

ACCEPTANCE OF BILL OF SALE

This Bill of Sale was accepted by the Moore County Board of Commissioners on the ____ day of _____, 20____.

COUNTY OF MOORE

ATTEST:

Nick Picerno, Chair
Moore County Board of Commissioners

Laura M. Williams
Clerk to the Board

EASEMENT AGREEMENT

Prepared, on behalf Grantee, by and return to Robbins May & Rich LLP (SFL)
120 Applecross Road, Pinehurst, North Carolina 28374
No Title Examination Performed

Brief Description for Index: Easement Agreement/Pinewild Roads

**EASEMENT AGREEMENT
(INCLUDING CONVEYANCE OF INFRASTRUCTURE)**

This Easement Agreement (this "Agreement") is made as of _____, 2023 by and between Pinewild Property Owners Association, P.O. Box 3975, Pinehurst, North Carolina 28374, ("Grantor") and the County of Moore, a political subdivision of the State of North Carolina, P.O. Box 905, Carthage, North Carolina 28327, ("Grantee").

W I T N E S S E T H

WHEREAS, pursuant to instrument recorded in Book 1867, Page 222, Moore County Registry, Grantor owns, inter alia, the streets, roads, and traffic islands within Pinewild Country Club of Pinehurst as more particularly described on Exhibit A (collectively, the "Road Rights of Way").

WHEREAS Grantor desires to grant, convey, and release for the benefit of Grantee, a perpetual and non-exclusive easement in which to construct, operate, maintain, repair, and replace water and sewer lines and related facilities under the Road Rights of Way for the collection, distribution, and transmission of water and sewage within Pinewild Country Club of Pinehurst.

NOW, THEREFORE, in consideration of the payment to Grantor of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby give, grant, and convey unto Grantee, and its successors and assigns, the personal and real property interests as hereinafter set forth, and Grantee hereby assumes the obligations as hereinafter set forth.

1. Easement.

a. Grantor does hereby give, grant, and convey unto Grantee, and its successors and assigns, a perpetual and non-exclusive easement in gross under the Road Rights of Way for construction, operation, maintenance, repair, and replacement of water and sewage utility lines and valves (collectively, the "Facilities") for the collection, distribution, and transmission of water and sewage through Pinewild Country Club of Pinehurst as well as the right to trim, cut, and remove trees, shrubbery, and fences in the Road Rights of Way that interfere with the proper and efficient construction, operation, maintenance, repair, and replacement of the Facilities.

b. Grantee joins in the execution of this Agreement in order to evidence its consent and agreement that, in the event that Grantee shall disturb the surface area of the Road Rights of Way in the course of the construction, operation, maintenance, repair or replacement of any of the Facilities, Grantee shall, promptly, diligently, and at its sole expense, restore all improvements and all surface area (including, without limitation, all landscaping, paving, and other improvements to the same condition and to the same standard as existed prior to the disturbance of the surface area) except for the replacement of trees or shrubbery that interfere with the proper and efficient construction, operation, maintenance, repair, and replacement of the Facilities.

2. Infrastructure. Grantor does hereby give, grant, and convey unto Grantee, and its successors and assigns, all of its right, title, and interest, if any, in and to the lines, meters, valves within the Road Rights of Way (collectively, the "Infrastructure").

3. Title. Grantor makes no representation or warranty as to title to the Road Rights of Way or to the Infrastructure (which is further given, granted, and conveyed by Grantor to Grantee on an "as is" and "where is" basis).

4. Other.

a. Nothing in this Agreement shall be construed as giving any person or entity, other than Grantor and Grantee, and their respective successors and assigns, any right, remedy or claim under or in respect to this Agreement or any provision hereof.

b. This Agreement constitutes the entire agreement between Grantor and Grantee with respect to the subject matter hereof and supersedes all other prior agreements or undertakings with respect to the subject matter hereof, both written and oral. No delay or failure on the part of Grantor or Grantee in the exercise of any right, power or remedy shall operate as a waiver thereof, nor shall any single or partial exercise by either Grantor or Grantee of any right, power or remedy preclude other or further exercise thereof, or the exercise of any other right, power or remedy. No amendment, modification or waiver of, or consent with respect to, any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed and delivered by the party against which enforcement is sought, and any amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

[the remainder of this page intentionally left blank]

IN WITNESS WHEREOF, this Agreement is executed (a), if by an individual, by hereunto setting his or her hand under seal by adoption of the word "SEAL" appearing next to his or her signature, (b), if by a corporation, by the duly authorized officer, director or shareholder of the corporation on its behalf under seal, if an impression seal appears hereon, by affixing such impression seal or by adoption of the word "SEAL" appearing next to the signature of the officer, (c), if by a partnership, by the duly authorized partner of the partnership on its behalf under seal by adoption of the word "SEAL" appearing next to the signature of the partner or (d), if by a limited liability company, by the duly authorized manager or company official on its behalf under seal by adoption of the word "SEAL" appearing next to the signature of the manager or company official, on the day and year first above written.

GRANTOR

Pinewild Property Owners Association

Myra Sue Baughman (SEAL)
By: Myra Sue Baughman
Its: President

STATE OF North Carolina
COUNTY OF Moore

I certify that the following person personally appeared before me this day and acknowledged to me that the following person voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name	Capacity
Myra Sue Baughman	President, Pinewild Property Owners Association

- ☐ I have personal knowledge of the identity of the principal;
☐ I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____; or
☒ A credible witness has sworn to the identity of the principal

Witness my hand and official stamp or seal on this the 3 day of February, 2023.

Marguerite E. M. Beeson
Notary Public
Moore County, N.C.

Marguerite E. M. Beeson
Notary Public

Print notary name: Marguerite E. M. Beeson
(notary name must be exactly as on notary seal)

My commission expires: 03/15/27

[affix notary seal, which must be fully legible, below]

IN WITNESS WHEREOF, this Agreement is executed (a), if by an individual, by hereunto setting his or her hand under seal by adoption of the word "SEAL" appearing next to his or her signature, (b), if by a corporation, by the duly authorized officer, director or shareholder of the corporation on its behalf under seal, if an impression seal appears hereon, by affixing such impression seal or by adoption of the word "SEAL" appearing next to the signature of the officer, (c), if by a partnership, by the duly authorized partner of the partnership on its behalf under seal by adoption of the word "SEAL" appearing next to the signature of the partner or (d), if by a limited liability company, by the duly authorized manager or company official on its behalf under seal by adoption of the word "SEAL" appearing next to the signature of the manager or company official, on the day and year first above written.

GRANTEE

The County of Moore

_____, (SEAL)
By: Nick Picerno
Title: Chairman, Moore County Board of Commissioners

STATE OF _____
COUNTY OF _____

I certify that the following person personally appeared before me this day and acknowledged to me that the following person voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name	Capacity
Nick Picerno	Chairman, Moore County Board of Commissioners

- ☐ I have personal knowledge of the identity of the principal;
☐ I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____; or
☐ A credible witness has sworn to the identity of the principal

Witness my hand and official stamp or seal on this the ____ day of _____, 2023.

Notary Public

Print notary name: _____
(notary name must be exactly as on notary seal)

My commission expires: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer
_____, 2023

PARTIAL
RELEASE

STATE OF NORTH CAROLINA
COUNTY OF MOORE

PARTIAL RELEASE
(G.S. 45-36.22)

The security instrument that is the subject of this Partial Release is identified as follows:

Type of Security Instrument: Deed of trust

Original Grantor(s): Pinewild Project Limited Partnership

Original Secured Party(ies): Bank of America, NA

Current Secured Party(ies): Bank of America, NA

Recording Data: The security instrument is recorded in Book 3101 at Page 315 and amended and restated in Book 4794, Page 1, and further amended in Book 5959, Page 479 in the office of the Register of Deeds for Moore County, North Carolina.

The person or persons signing this Partial Release is/are: (check appropriate box)

- ☒ The secured creditor.
- ☐ The trustee or substitute trustee.
- ☐ The secured creditor and the trustee or substitute trustee.

The following described property or interest in property (and no other) is released from the lien of the security instrument:

Pump Station PW1:

BEGINNING at a set iron stake located N. 01 degrees 24 minutes 14 seconds E. 39.14 feet from a set iron stake in the northern right of way line of Stoneykirk Drive, and running thence as follows: N. 58 degrees 58 minutes 10 seconds W. 50.00 feet to a set iron stake; thence N. 31 degrees 01 minutes 26 seconds E. 110.00 feet to a set iron stake; thence S. 58 degrees 58 minutes 24 seconds E. 50.00 feet to a set iron stake; thence S. 31 degrees 01 minutes 26 seconds W. 110.00 feet to the point and place of BEGINNING, being a parcel of 0.13 acres, more or less.

TOGETHER WITH an easement for access, ingress, egress and regress to and from the abovedescribed property from Stoneykirk Drive, said easement being described as follows:

BEGINNING at a set iron stake in the northern right of way line of Stoneykirk Drive, and running thence as follows: N. 01 degrees 24 minutes 14 seconds E. 39.14 feet to a set iron stake; thence N. 31 degrees 01 minutes 26 seconds E. 110.00 feet to a set iron stake; thence S. 58 degrees 58 minutes 24 seconds E. 25.00 feet to a set iron stake; thence S. 31 degrees 01 minutes 17 seconds W. 93.39 feet to a set iron stake; thence S. 01 degrees 24 minutes 14 seconds W. 64.77 feet to a set iron stake in the northern right of way line of Stoneykirk Drive; thence with said line of Stoneykirk Drive along the arc of its curve in a northwesterly direction 38.09 feet to the point and place of BEGINNING.

See Exhibit A, attached hereto and incorporated herein by reference.

Pump Station PW3:

BEGINNING at a set iron stake in the northern right of way line of Kilbride Drive, and running thence as follows: with said line of Kilbride Drive along the arc of its curve in a southwesterly direction 54.98 feet to an existing iron stake; thence N. 22 degrees 51 minutes 00 seconds W. 50.00 feet to a set iron stake; thence N. 78 degrees 16 minutes 05 seconds E. 60.00 feet to a set iron stake; thence S. 17 degrees 01 minutes 46 seconds E. 50.00 feet to the point and place of BEGINNING, being a parcel of 0.06 acres, more or less.

See Exhibit B, attached hereto and incorporated herein by reference.

Pump Station PW4:

BEGINNING at a set iron stake located N. 61 degrees 15 minutes 50 seconds W. 119.67 feet from an existing iron stake in the western corner of Lot 2550, Phase III, Section 4, Pinewild Country Club of Pinehurst as set forth on a plat recorded in Plat Cabinet 5, Slide 764, Moore County Register of Deeds, and running thence as follows: N. 61 degrees 15 minutes 50 seconds W. 104.84 feet to a set iron stake; thence N. 24 degrees 42 minutes 43 seconds E. 9.91 feet to a set iron stake; thence S. 87 degrees 12 minutes 40 seconds E. 85.73 feet to a set iron stake; thence S. 21 degrees 09 minutes 04 seconds E. 36.96 feet to a set iron stake; thence S. 28 degrees 17 minutes 29 seconds W. 23.58 feet to the point and place of BEGINNING, being a parcel of 0.07 acres, more or less.

See Exhibit C, attached hereto and incorporated herein by reference.

Pump Station PW5:

BEGINNING at a set iron stake located N. 79 degrees 10 minutes 03 seconds E. 54.49 feet from a set iron stake in the northern right of way line of Chicken Plant Road, and running thence as follows: N. 79 degrees 10 minutes 03 seconds E. 130.00 feet to a set iron stake; thence S. 10 degrees 49 minutes 57 seconds E. 70.00 feet to a set iron stake; thence S. 79 degrees 10 minutes 03 seconds W. 130.00 feet to a set iron stake; thence N. 10 degrees 49 minutes 57 seconds W. 70.00 feet to the point and place of BEGINNING, being a parcel of 0.21 acres, more or less.

TOGETHER WITH easements for access, ingress, egress and regress to and from the abovedescribed property, as set forth and identified as "30' Permanent Cart Path and Utility Easement" on a plat recorded in Plat Cabinet 5, Slide 622, Moore County Register of Deeds.

See Exhibit D, attached hereto and incorporated herein by reference.

Pump Station PW7:

BEGINNING at an existing iron stake in the northern right of way line of Glasgow Drive, and running thence as follows: with said line of Glasgow Drive along the arc of its curve in a northwesterly direction 50.27 feet to an existing iron stake; thence N. 33 degrees 44 minutes 13 seconds E. 44.68 feet to an existing iron stake; thence S. 56 degrees 06 minutes 44 seconds E. 24.04 feet to an existing iron stake; thence S. 56 degrees 15 minutes 25 seconds E. 25.94 feet to an existing iron stake; thence S. 33 degrees 22 minutes 17 seconds W. 46.60 feet to the point and place of BEGINNING, being a parcel of 0.05 acres, more or less.

See Exhibit E, attached hereto and incorporated herein by reference.

Pump Station PW8:

BEGINNING at an existing iron stake in the southeastern corner of Lot 3734, Phase II, Section 2 of Pinewild Country Club of Pinehurst as set forth on a plat recorded in Plat Cabinet 6, Slide 368, Moore County Register of Deeds, and running thence as follows: S. 02 degrees 43 minutes 18 seconds W. 50.01 feet to a set iron stake; thence N. 87 degrees 18 minutes 03 seconds W. 201.11 feet to a set iron stake; thence N. 87 degrees 18 minutes 05 seconds W. 80.02 feet to a set iron stake; thence N. 02 degrees 42 minutes 25 seconds E. 70.00 feet to a set iron stake; thence S. 87 degrees 18 minutes 32 seconds E. 80.02 feet to a set iron stake; thence S. 02 degrees 40 minutes 51 seconds W. 20.00 feet to an existing iron stake in the southern line of said Lot 3734; thence with said line S. 87 degrees 18 minutes 03 seconds E. 201.12 feet to the point and place of BEGINNING, being a parcel of 0.23 acres, more or less.

See Exhibit F, attached hereto and incorporated herein by reference.

Well Site PW20:

BEGINNING at an existing iron stake at the southeasternmost corner of Lot 3440, Phase I, Section 10 of Pinewild Country Club of Pinehurst as set forth on a plat recorded in Plat Cabinet 5, Slide 46, Moore County Register of Deeds, and running thence as follows: with the line of Talladale Court along the arc of its curve in a southeasterly direction 25.09 feet to an existing iron stake at the northernmost corner of Lot 3439, Phase I, Section 10 of Pinewild Country Club of Pinehurst as set forth on a plat recorded in Plat Cabinet 5, Slide 46, Moore County Register of Deeds; thence with the line of Lot 3439, S. 60 degrees 34 minutes 52 seconds W. 60.02 feet to an existing iron stake; thence continuing with the line of Lot 3439, S. 40 degrees 26 minutes 23 seconds W. 240.34 feet to an existing iron stake in the line of Chicken Plant Road; thence with the line of Chicken Plant Road along the arc of its curve in a northwesterly direction 120.04 feet to an existing iron stake; thence N. 14 degrees 39 minutes 39 seconds W. 189.07 feet to an existing iron stake at the southernmost corner of Lot 3441, Phase I, Section 10 of Pinewild Country Club of Pinehurst as set forth on a plat recorded in Plat Cabinet 5, Slide 46, Moore County Register of Deeds; thence with the line of Lot 3441, N. 75 degrees 23 minutes 53 seconds E. 135.22 feet to an existing iron stake at the common corner of Lots 3441 and 3440; thence with the line of Lot 3440, S. 83 degrees 33 minutes 11 seconds E. 181.46 feet to an existing iron stake; thence continuing with the line of Lot 3440, N. 60 degrees 33 minutes 36 seconds E. 61.81 feet to the point and place of BEGINNING, being a parcel of 1.15 acres, more or less, and being one and the same property identified as "Well" as set forth on a plat of Phase I, Section 10 of Pinewild Country Club of Pinehurst, recorded in Plat Cabinet 5, Slide 46, Moore County Register of Deeds.

See Exhibit G, attached hereto and incorporated herein by reference.

FURTHER RELEASED:

This ~~release~~ Partial Release shall further include any and all right and title of Grantor to any and all presently existing water, sewer and storm sewer lines, conduits, and other appurtenances constructed for such purposes by Grantor, its agents, or by any utility company, and situated on or about the real property of Grantor known and identified as "Pinewild Country Club of Pinehurst;" and which is the subject of this Partial Release.

BANK OF AMERICA, ~~NA~~ N.A.

By: _____
Printed name: _____
Carl Labonge, Senior Vice President

Title: _____

STATE OF _____
COUNTY OF _____

I, _____, notary public, do hereby certify that _____
Carl Labonge personally appeared before me this day and acknowledged that he/she is the
_____ Senior Vice President of Bank of America, NANA, a banking
corporation, and in said capacity and with requisite authority did duly execute the foregoing
instrument for the purposes therein expressed.

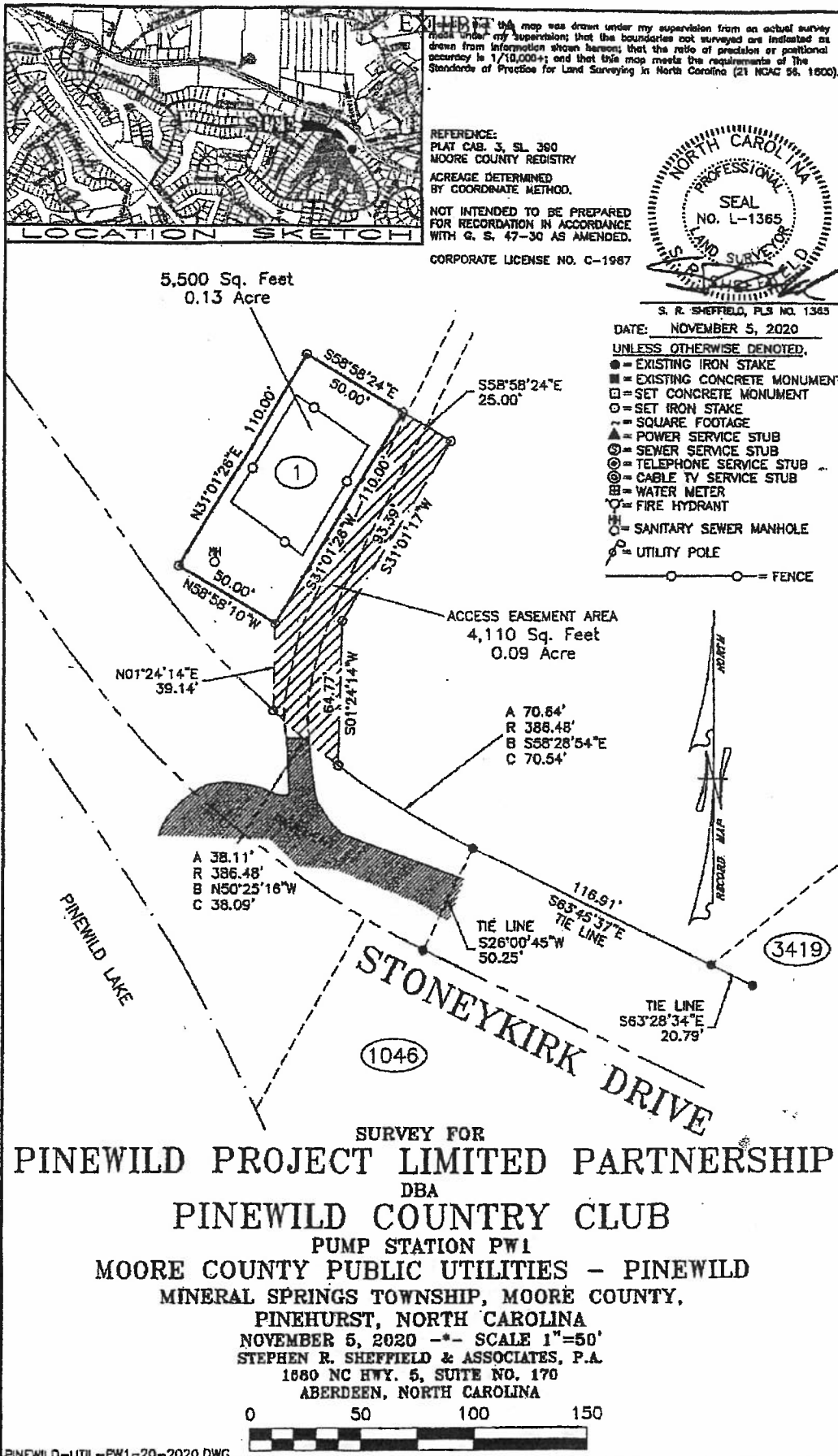
Witness my hand and official seal this the _____ day of _____,
2023.

Notary Public

My commission expires: _____

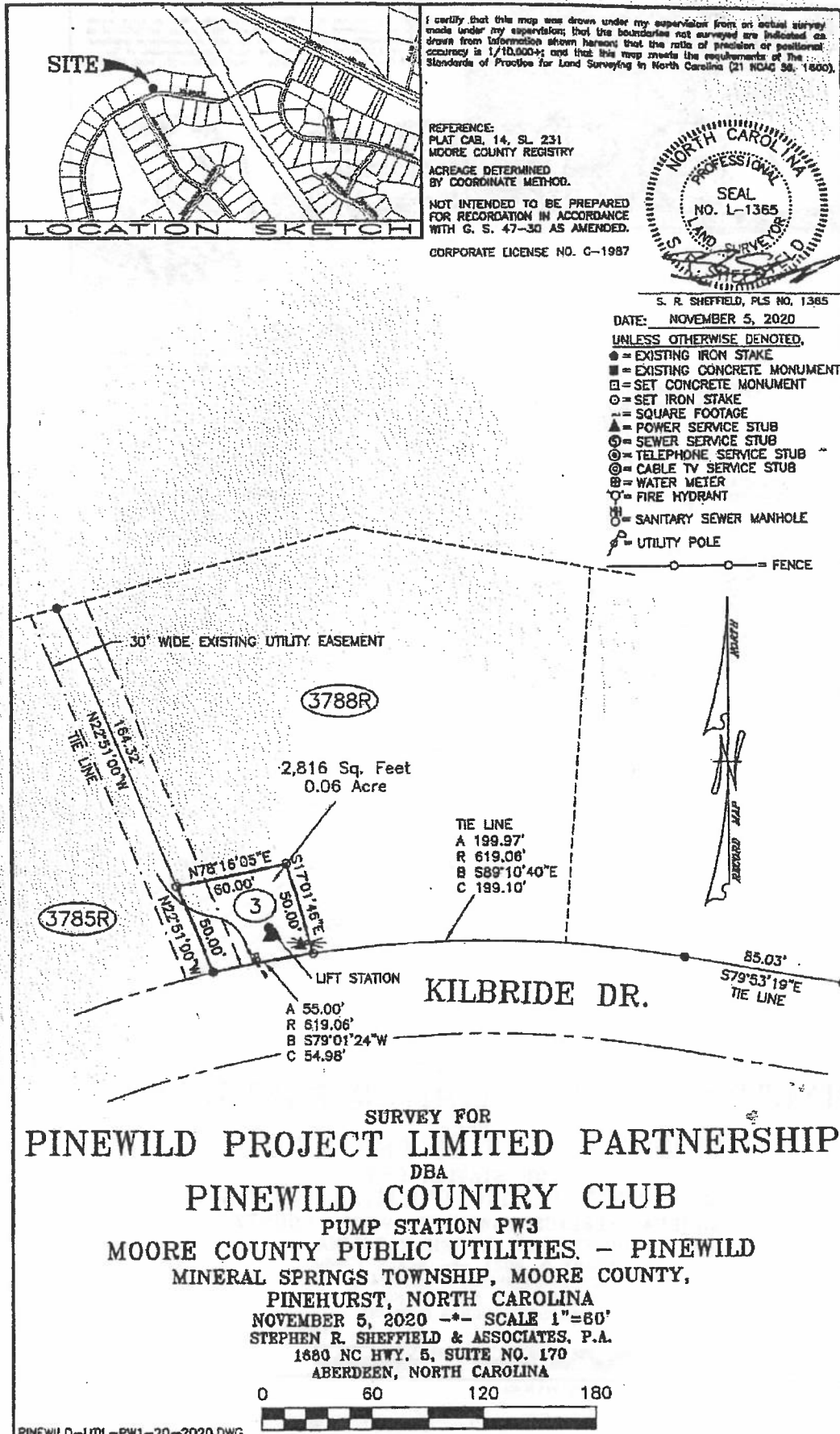
[AFFIX NOTARIAL SEAL HERE]

EXHIBIT A



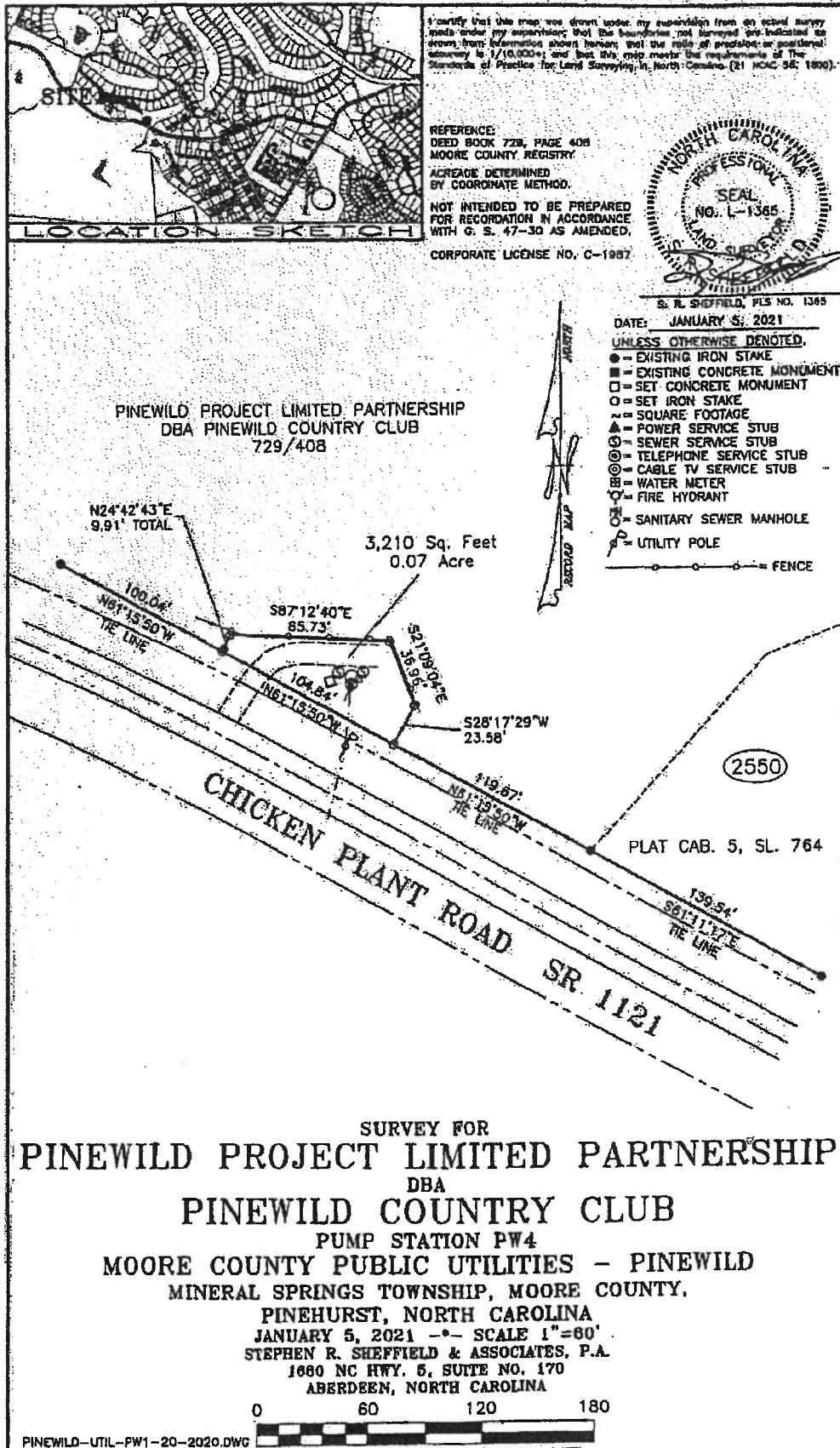
THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS

EXHIBIT B



THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS

EXHIBIT C



THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS

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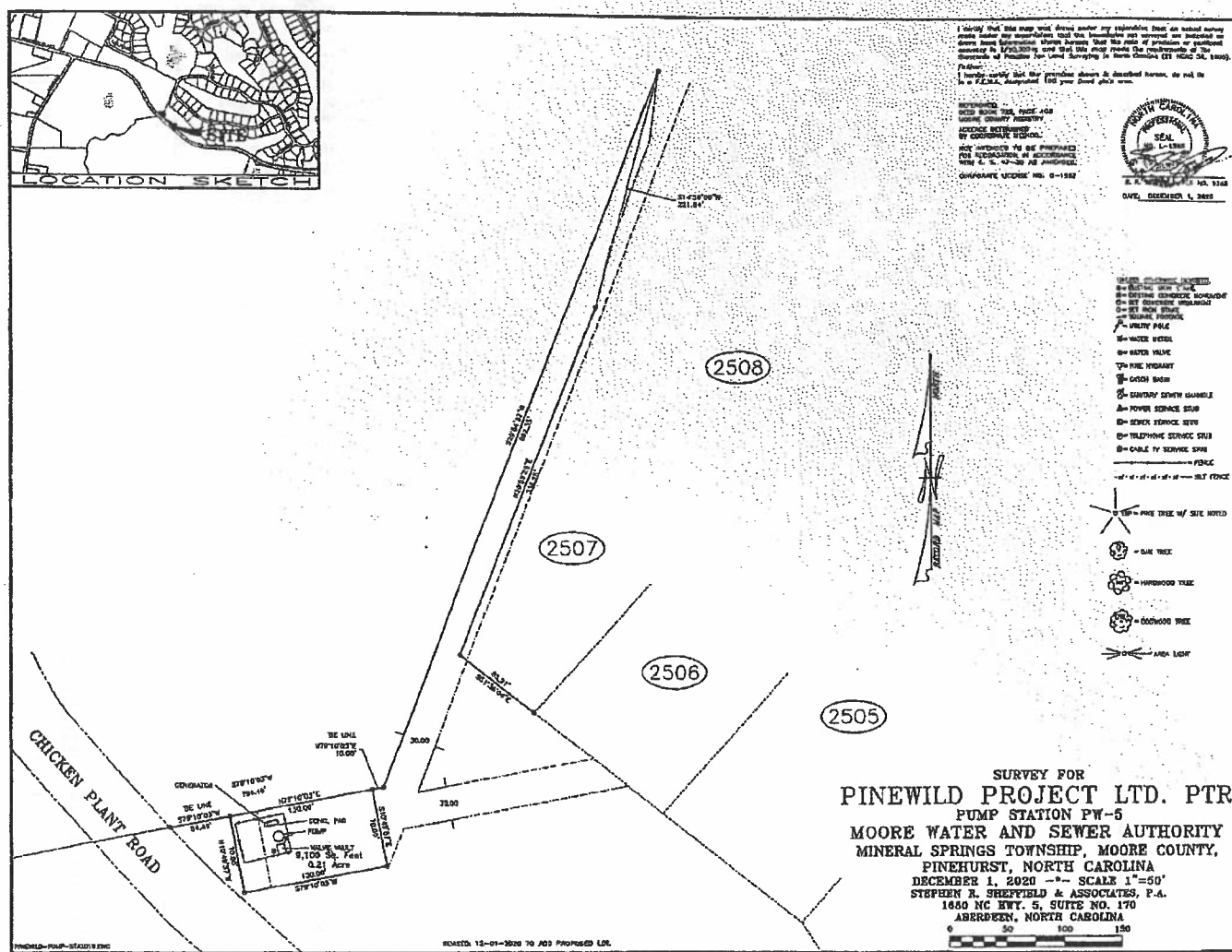
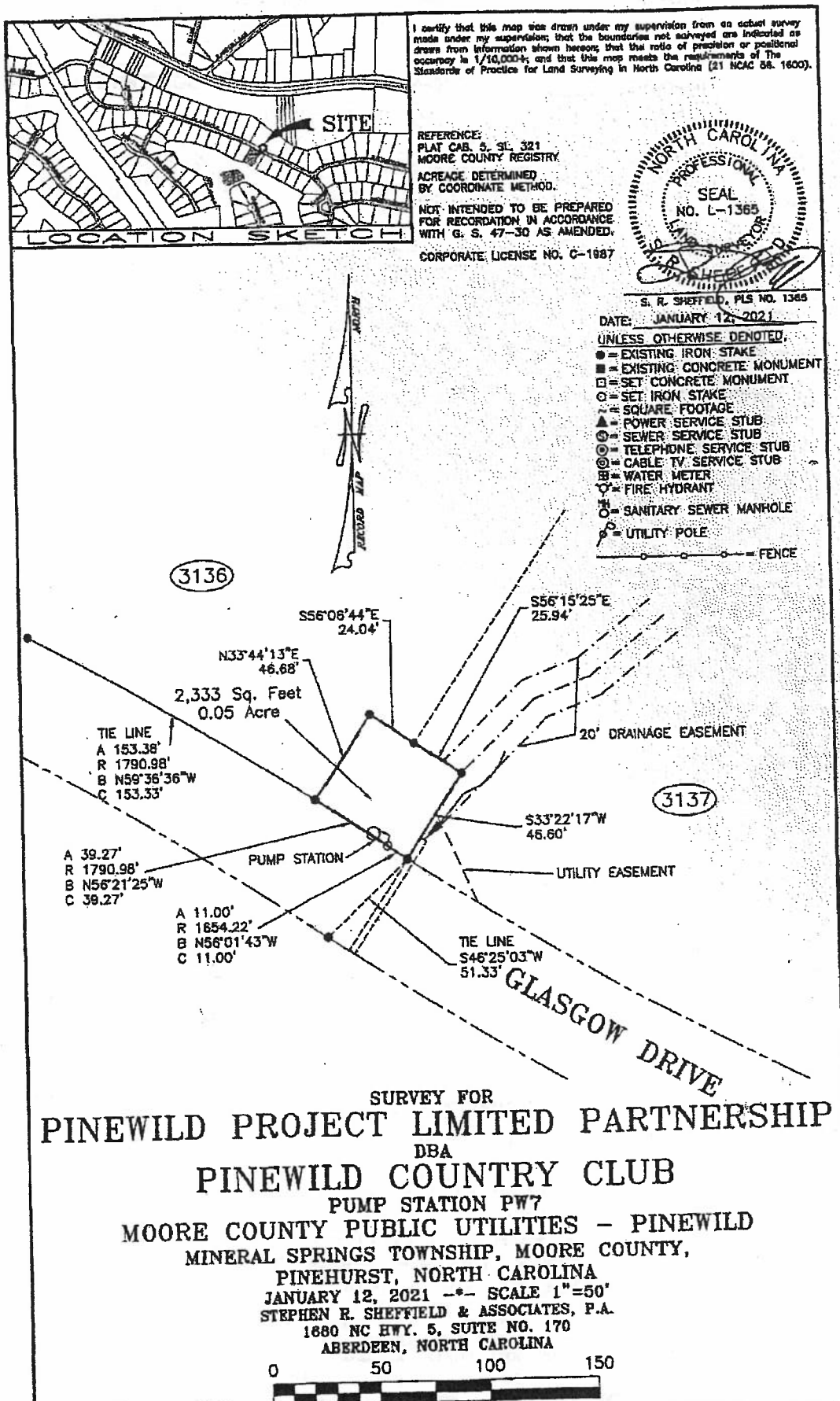
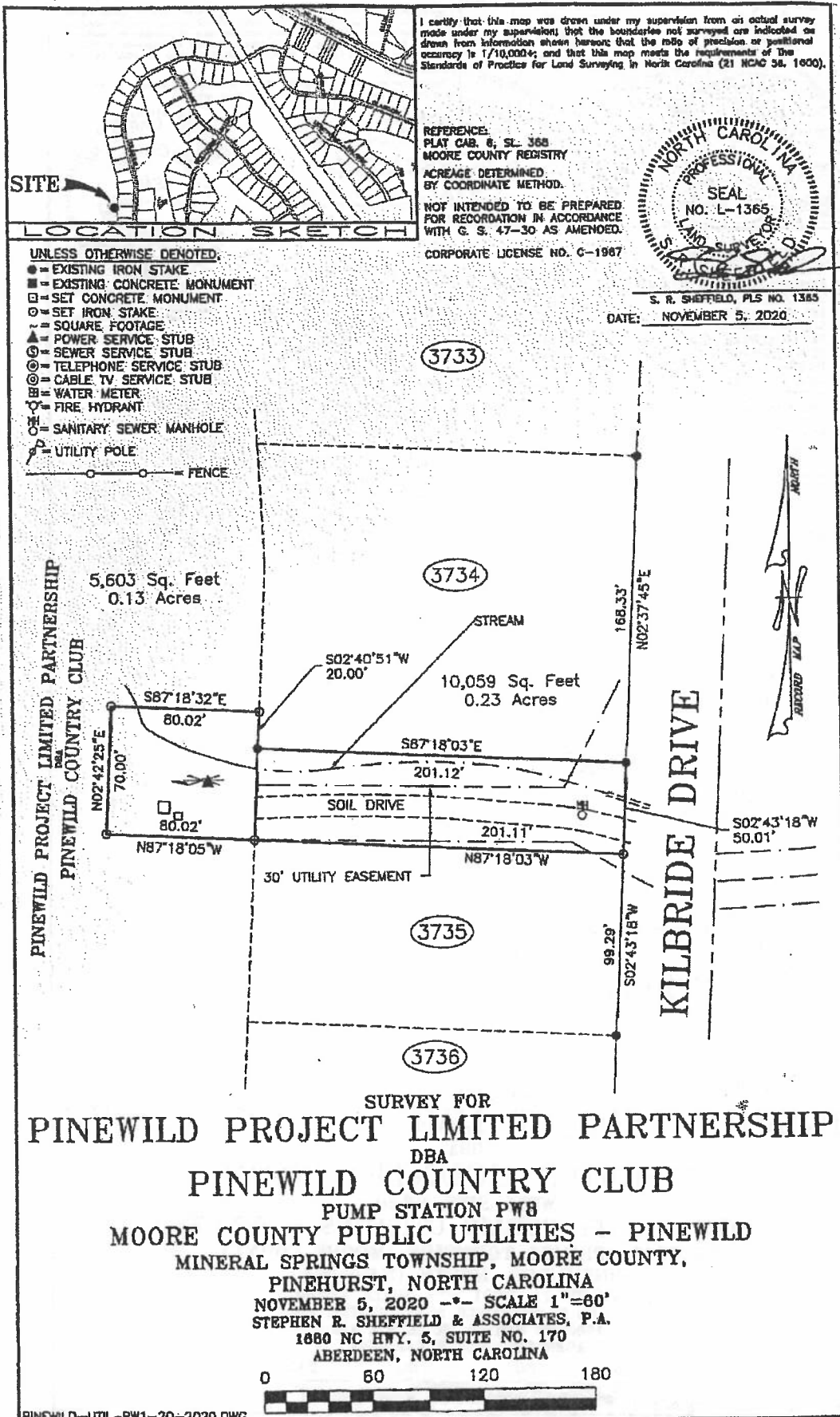


EXHIBIT E



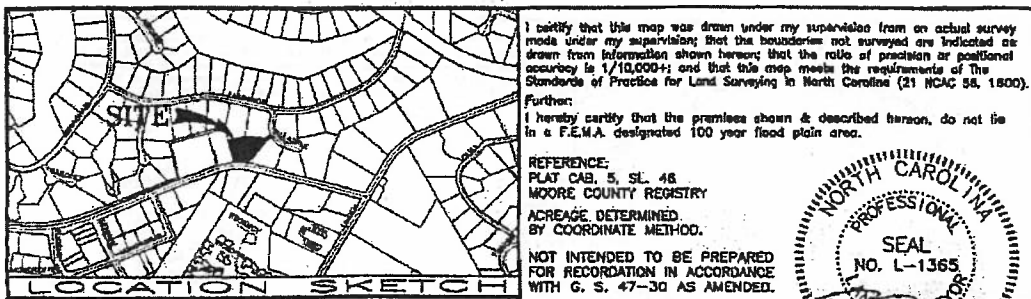
THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS

EXHIBIT F



THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS

EXHIBIT G

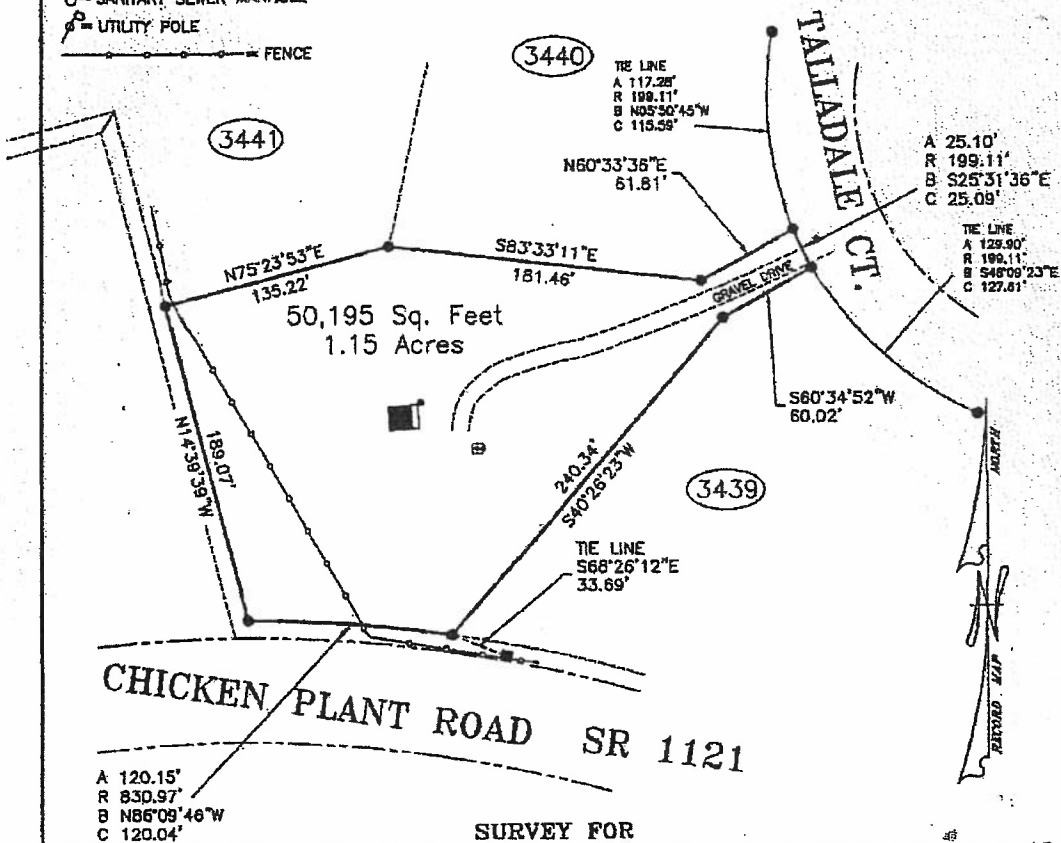


● = EXISTING IRON STAKE

- = EXISTING IRON STAKE
- = EXISTING CONCRETE MONUMENT
- = SET CONCRETE MONUMENT
- = SET IRON STAKE
- ~ = SQUARE FOOTAGE
- ▲ = POWER SERVICE STUB
- = SEWER SERVICE STUB
- ⊙ = TELEPHONE SERVICE STUB
- ⊗ = CABLE TV SERVICE STUB
- ⊠ = WATER METER
- ⦿ = FIRE HYDRANT
- ⊕ = SANITARY SEWER MANHOLE
- ⦿ = UTILITY POLE

CORPORATE LICENSE NO. C-1987

S. R. SHEFFIELD, PLS NO. 1365
DATE: JANUARY 11, 2021



B N88 09 46 W
 C 120.04'

SURVEY FOR
 PINEWILD PROJECT LIMITED PARTNERSHIP
 DBA
 PINEWILD COUNTRY CLUB

WELL SITE PW20
MOORE COUNTY PUBLIC UTILITIES - PINEWILD
MINERAL SPRINGS TOWNSHIP, MOORE COUNTY,
PINEHURST, NORTH CAROLINA
JANUARY 11, 2021 *- SCALE 1"=80'
STEPHEN R. SHEFFIELD & ASSOCIATES, P.A.
1680 NC HWY. 6, SUITE NO. 170
ABERDEEN, NORTH CAROLINA

PINEWILD-UTIL-PW1-20-2020.DWG

D:\Carlson Projects\PINEWILD-UTIL-PW1-20-2020.dwg, 1/11/2021 2:59:13 PM

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS

EASEMENT SUBORDINATION AGREEMENT

Prepared by and return to:
Donnell G. Adams, Jr., Attorney at Law
100 Market Square
Pinehurst, North Carolina 28374

STATE OF NORTH CAROLINA

COUNTY OF MOORE

EASEMENT SUBORDINATION AGREEMENT

THIS EASEMENT SUBORDINATION AGREEMENT ("Agreement") is made this ____ day of February, 2023, by BANK OF AMERICA, NA, a banking institution doing business in the State of North Carolina ("Lender") and the COUNTY OF MOORE, a political subdivision of the State of North Carolina ("Grantee").

WITNESSETH:

WHEREAS, by virtue of that certain deed of trust dated March 31, 2017 and recorded in Book 4794, Page 1, Moore County Register of Deeds, and as amended by instrument dated January 6, 2023 and recorded in Book 5959, Page 479, Moore County Register of Deeds ("Deed of Trust"), Lender presently holds a mortgage against a tract of real property owned by Pinewild Project Limited Partnership ("PPLP"), which tract is commonly known as Pinewild Country Club of Pinehurst ("Property"); and

WHEREAS, in consideration of Grantee's making available to PPLP its water and sewer distribution service, equipment and systems, PPLP has agreed to convey to Grantee certain parcels of real property, together with facilities and fixtures used for collecting, storing, purifying, treating and/or distributing water, and together with facilities and fixtures used for collecting, transporting, treating, processing and disposing of sewage and other waste materials, all of which Lender has agreed to release from the lien of the Deed of Trust; and

WHEREAS, in order for Grantee to obtain access to the foregoing real property, facilities and fixtures, PPLP has further agreed to convey to Grantee:

Any and all utility rights of way, utility privileges, and utility easements including those for ingress and egress, held or used by PPLP or its agents in connection with the construction, maintenance and operation of facilities and fixtures used for collecting, storing, purifying, treating and/or distributing water, and of facilities and fixtures used for collecting, transporting, treating, processing and disposing of sewage and other waste materials, under, over, or across the real property of PPLP known and identified as "Pinewild Country Club of Pinehurst" ("Access Rights"); and

WHEREAS, Lender has required that the conveyance of Access Rights may take place, provided, however, that Lender's lien under its Deed of Trust remain in effect as to the Access Rights; and

WHEREAS, in order to achieve the foregoing, Lender has agreed to subordinate its lien as to the Access Rights to Grantee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender does hereby subordinate to Grantee the Access Rights of Lender as established under the lien of Lender's Deed of Trust, it being the intent of Lender that Grantee may fully and freely use the Access Rights as Grantee deems reasonable or necessary, in Grantee's sole discretion; provided, however, that nothing contained herein shall prevent, hinder or delay Lender from exercising any of Lender's rights and remedies as set forth in Lender's Deed of Trust or any other loan documents related thereto, including but not limited to Lender's right to foreclose on the Property.

IN WITNESS WHEREOF, Lender has caused this Agreement to be signed by its officer, pursuant to duly granted authority, on the date hereinabove set forth.

BANK OF AMERICA, N.A.

By: _____
_____ Carl Labonge, Senior Vice President

STATE OF _____
COUNTY OF _____

I, _____, notary public, do hereby certify that _____ Carl Labonge personally appeared before me this day and acknowledged that he is the _____ Senior Vice President of BANK OF AMERICA, NA, a banking institution doing business in the State of North Carolina, and that by authority duly given and as the act of the institution, he executed the foregoing instrument for the purposes therein expressed.

Witness my hand and official seal this _____ day of _____, 2023.

Notary Public

My commission expires: _____

[Affix Notarial Seal Here]

PUMP STATIONS & WELL SITE

DONNELL G. ADAMS, JR.
Attorney at Law
100 Market Square
Pinehurst, NC 28374
(910) 295-1700
Email: Buck@AdamsLawNC.com

February 3, 2023

County of Moore
P.O. Box 905
Carthage, NC 28327

Re: Pump Station Sites PW1, PW3, PW4, PW5, PW7, PW8 and Well Site PW20 ("Sites")

Dear Sir or Madam:

I act as counsel to Pinewild Project Limited Partnership ("PPLP"). In that capacity, I provide the following letter.

I have undertaken title searches of the Sites from July 1, 1988 at 8:00 am to February 2, 2023 at 11:59 am in Moore County, North Carolina. The results are as follows:

1. PPLP is the record owner of the Sites.
2. Sites PW1, PW3, PW4, PW5, PW7 and PW8 are presently encumbered by a deed of trust in favor of Bank of America, NA, but those sites are in the process of being released.
3. Ad valorem taxes on the Sites have been paid through 2022. No ad valorem taxes on the Sites are presently due.
4. The Sites are subject to any previously recorded easements or restrictions, but my search did not reveal any easements or restrictions that would adversely affect their use for their intended purpose by the County of Moore.
5. The Sites have legal access to a public right of way.
6. Section 23.1 of the Declaration of Covenants, Conditions and Retrictions of Pinewild Country Club of Pinehurst, recorded in Book 1945, Page 69, Moore County Register of Deeds, is appropriately invoked in this matter because the establishment and conveyance of the Sites serve the purpose of allowing completion of improvements.

I am admitted to practice law only in the State of North Carolina and I express no opinion as to matters under or involving the laws of any jurisdiction other than the United States of America and the State of North Carolina and its political subdivisions. This opinion is rendered solely to the County of Moore in connection with the conveyance of the Sites by PPLP to the County of

Moore. This opinion may not be relied upon by any other party or for any other purposes other than the purposes herein stated without my prior written consent.

Sincerely,

Donnell G. Adams, Jr.

DGA/

OPINION ON TITLE

OPINION ON TITLE FOR

County of Moore

The undersigned has examined the record title on the _____ Moore _____ County records (and municipal tax and assessment records if within a municipality) for the period shown below relative to title to the real property described below, and gives the following opinion of status:

Owner(s): Pinewild Project Limited Partnership

Interest or estate: Marketable Fee Simple

Property Description: (or attach copy of legal description)

See attachment.

Subject to the following **SPECIAL INFORMATION AND EXCEPTIONS**:

Taxes:

1. Ad valorem taxes are paid through and including those for the year: _____ 2022 _____.
2. Taxes now due and payable: _____ none _____.
3. Taxes, a lien, deferred or otherwise, but not yet due and payable: _____ none _____.
4. Special levies or assessments now due or payable in future installments: _____ none _____.
5. Estate or inheritance taxes: _____ none _____.

Restrictive Covenants? Yes [x]; No [] (Attach Copy).

1. Book _____, Page _____.
2. Does survey and/or public record indicate a violation? Yes []; No [x]; Unknown [].
3. Contain reversionary or forfeiture clause? Yes []; No [x].
4. Building Setback Line(s) of _____ n/a _____ feet from front; _____ n/a _____ feet from side; _____ n/a _____ feet from side street; _____ n/a _____ feet from rear.
5. Easements/Other Matters: _____

Survey Attached? Yes [x]; No [].

Recorded Plat? Yes [], No [x].

1. Book _____, Page _____.
2. Building Setback Line(s) of _____ feet from front; _____ feet from side; _____ feet from side street; _____ feet from rear.
3. Violated? Yes []; No []; Unknown [].
4. Easements/Other Matters: Utility easement (overhead electric line) _____

Access to Public Right of Way? Yes [x]; No [].

Direct []; or over a private easement [x]? (If private easement, attach copy).

If over a private easement, has a search been made of adjoining property on which easement crosses? Yes [x] No [].

Property Occupied By: Owner []; Tenant []; Unimproved [x]; Unknown [].

Updating from Previous Title Insurance Policy? Yes []; No [x] (Attach Copy). If "Yes", has a search of the public records been accomplished for such period of time within which judgments, liens or other matters could affect the property, regarding the owner(s) of the property on and after the date of said policy? Yes []; No [].

Other Easements, Liens, Deeds of Trust, Objections or Defects:

1. Utility easements of record.
2. Deed of Trust to Bank of America, from which all property on the attachment will be released

(Continue on back if necessary)

This opinion of title is for the parties to whom it is furnished, is not transferable, and may not be used by any other person or entity without the prior written consent of the undersigned.

The Search Period was from July 1, 1988 _____ to
Feb. 1, 2023 _____ at 4:30 pm _____.

Telephone: 910-295-1700

Address: 100 Market Square Pinehurst, NC 28374

By: _____
Donnell G., Adams, Jr., Attorney

STANDARD EXCEPTIONS

The attorney should initial any exceptions that are to be eliminated on the line to the left of the exception.

- ___ 1. Interest or claims not disclosed by public records, including but not limited to:
 - (a) Unrecorded Mechanics' or Materialmen's liens. (Liens may be filed by persons or entities furnishing labor or materials to any improvements of real property within 120 days from the last day of performance and will upon perfection relate in priority to the first day of performance as a valid lien on real property.)
 - (b) Unrecorded leases. (Under North Carolina law, parties in possession of the premises under a verbal or unrecorded lease of three years or less duration may remain in possession under terms of the tenancy.)
 - (c) Matters that may defeat or impair title which do not appear on the record. (Evidence revealing missing heirs, forgeries, etc. may not be on the public records, but such facts if properly established may impair or defeat what appears to be a good title on the record.)
 - (d) Taxes, special assessments and other governmental charges that are not shown as existing liens by the public records. (Governmental charges may be made for acreage fees, tap-on fees, cost of weed cutting, demolition of condemned buildings and other matters that are not shown as existing liens on the property by the public records.)
 - (e) Unlisted personal property taxes. (If discovered, such taxes and any penalties may be assessed as a lien on the subject property.)
- ___ 2. Matters occurring prior to and subsequent to the inclusive dates of examination.
- ___ 3. Matters which would be revealed by a review of the public records regarding the proposed purchaser/borrower, who is not a current owner of the property.
- ___ 4. Any inaccuracies and discrepancies which an accurate survey of the property may disclose. (A survey, if procured from a competent surveyor or civil engineer, will normally determine whether improvements lie within the boundaries of the property, whether existing utility lines, roads or other easements cross the premises, and whether there are any encroachments.)
- ___ 5. Security interests that may have attached to fixtures on the subject property as provided in Article 9 of the Uniform Commercial Code of North Carolina.
- ___ 6. Compliance with any local, county, state or federal government law or regulation relative to environment, zoning, subdivision, occupancy, use, construction or development of the subject property.
- ___ 7. Federal judgments, liens, and proceedings filed only in the Federal Court. (Upon the filing of a petition in Bankruptcy, title to real property vests in the Trustee in Bankruptcy and notice thereof is not always required to be filed in the County in which the Bankrupt owns property; federal condemnation proceedings may vest property in the federal government and notice thereof is not required to be recorded among the County records.)
- ___ 8. Civil actions where no notice of lis pendens against subject property appears of record.

Note: The matters included in Standard Exceptions Number One (1) above set forth are items that cannot be checked. Standard Exceptions numbered 2,3,4,5,6,7 and 8 are not included in a normal search of the County records during examination of title. Upon special request, additional investigation may be made, and Standard Exceptions numbered 2, 3, 4, 5, 6, 7 and 8 can be eliminated. Any such elimination is evidenced by the initialing of such exception in the left margin by the attorney.

(Continued from front)

CONVEYANCE
BY
BILL OF SALE
LETTER

DONNELL G. ADAMS, JR.
Attorney at Law
100 Market Square
Pinehurst, NC 28374
(910) 295-1700
Email: Buck@AdamsLawNC.com

February 3, 2023

County of Moore
P.O. Box 905
Carthage, NC 28327

Re: Conveyance by Bill of Sale of utility-related personal property

Dear Sir or Madam:

I act as counsel to Pinewild Project Limited Partnership ("PPLP"). In that capacity, I have prepared a Bill of Sale to the County of Moore in which the following is to be conveyed:

All personal property, equipment, apparatus, pipelines, water mains, valves, hydrants, pipes, pumps, meters and meter boxes, sanitary sewer mains, manholes, valves, pumping stations, and any other personal property and/or related appurtenances necessary for the supply of public water to and the collection of wastewater from the development known and identified as Pinewild Country Club of Pinehurst.

For purposes of this letter, the foregoing is referred to as "Utility Apparatus."

I have undertaken a search of the Utility Apparatus from July 1, 1988 at 8:00 am to February 2, 2023 at 11:59 am in Moore County, North Carolina by means of public records. The results are as follows:

1. PPLP is the record owner of the Utility Apparatus.
2. My search did not reveal any competing claims to the Utility Apparatus.
3. The Utility Apparatus is presently encumbered by a UCC filing in favor of Bank of America, NA, but it is in the process of being released.
3. Property taxes on the Utility Apparatus have been paid through 2022. No property taxes on the Utility Apparatus are presently due.
4. The locations of the Utility Apparatus are subject to any previously recorded easements or restrictions, but my search did not reveal any easements or restrictions that would adversely affect its use for its intended purpose by the County of Moore.
5. The Utility Apparatus is conveyed with legal access to a public right of way.

6. To the best of my knowledge and belief, based on my review of all documentation that has been provided to me, it appears to me that the Utility Apparatus is encompassed within the legal descriptions set forth in the PPLP Deed, the PPLP Easement and the PPOA Easement (as defined in the February 2023 Agreement between the County, PPLP and PPOA). I am not, however, a North Carolina-licensed surveyor, and I make no representations with regard to the completeness or correctness of any surveys that have been produced in connection with the subject matter of this opinion.

I am admitted to practice law only in the State of North Carolina and I express no opinion as to matters under or involving the laws of any jurisdiction other than the United States of America and the State of North Carolina and its political subdivisions. This opinion is rendered solely to the County of Moore in connection with the conveyance of the Utilities and Utility Rights by PPLP to the County of Moore. This opinion may not be relied upon by any other party or for any other purposes other than the purposes herein stated without my prior written consent.

Sincerely,

Donnell G. Adams, Jr.

DGA/

CONVEYANCE
BY DEED OF
UTILITIES
AND
UTILITY RIGHTS
LETTER

DONNELL G. ADAMS, JR.
Attorney at Law
100 Market Square
Pinehurst, NC 28374
(910) 295-1700
Email: Buck@AdamsLawNC.com

February 3, 2023

County of Moore
P.O. Box 905
Carthage, NC 28327

Re: Conveyance by deed of utilities and utility rights

Dear Sir or Madam:

I act as counsel to Pinewild Project Limited Partnership ("PPLP"). In that capacity, I have prepared a nonwarranty deed to the County of Moore in which the following is to be conveyed:

Any and all utility rights of way, utility privileges, and utility easements including those for ingress and egress, held or used by PPLP or its agents in connection with the construction, maintenance and operation of facilities and fixtures used for collecting, storing, purifying, treating and/or distributing water, and of facilities and fixtures used for collecting, transporting, treating, processing and disposing of sewage and other waste materials, under, over, or across the real property of PPLP known and identified as "Pinewild Country Club of Pinehurst."

Further included are any and all right and title of PPLP to any and all presently existing water, sewer and storm sewer lines, conduits, and other appurtenances constructed for such purposes by PPLP, its agents, or by any utility company, and situated on or about the real property of PPLP known and identified as "Pinewild Country Club of Pinehurst."

For purposes of this letter, the foregoing are referred to as "Utilities" and "Utility Rights."

I have undertaken title searches of the Utilities from July 1, 1988 at 8:00 am to February 2, 2023 at 11:59 am in Moore County, North Carolina. The results are as follows:

1. PPLP is the record owner of the Utilities.
2. My search did not reveal any competing claims to the Utility Rights.
3. The Utilities are presently encumbered by a UCC filing in favor of Bank of America, NA, but they are in the process of being released.
3. Property taxes on the Utilities have been paid through 2022. No property taxes on the Utilities are presently due.

4. The locations of the Utilities are subject to any previously recorded easements or restrictions, but my search did not reveal any easements or restrictions that would adversely affect their use for their intended purpose by the County of Moore.
5. The Utilities are conveyed with legal access to a public right of way.
6. To the best of my knowledge and belief, based on my review of all documentation that has been provided to me, it appears to me that the Utilities are encompassed within the legal descriptions set forth in the PPLP Deed, the PPLP Easement and the PPOA Easement (as defined in the February 2023 Agreement between the County, PPLP and PPOA). I am not, however, a North Carolina-licensed surveyor, and I make no representations with regard to the completeness or correctness of any surveys that have been produced in connection with the subject matter of this opinion.

I am admitted to practice law only in the State of North Carolina and I express no opinion as to matters under or involving the laws of any jurisdiction other than the United States of America and the State of North Carolina and its political subdivisions. This opinion is rendered solely to the County of Moore in connection with the conveyance of the Utilities and Utility Rights by PPLP to the County of Moore. This opinion may not be relied upon by any other party or for any other purposes other than the purposes herein stated without my prior written consent.

Sincerely,

Donnell G. Adams, Jr.

DGA/

County of Moore
Vass Phase II Sewer System Improvements (Fund 411)
Capital Project Ordinance – Revision 7

Journal 90043

BE IT ORDAINED by the Board of Commissioners, County of Moore, North Carolina, pursuant to North Carolina General Statute § 159-13.2, the following Capital Project Ordinance is hereby adopted as follows:

Section 1. The Capital Project authorized is the Vass Phase II Sewer System Improvements will include sewer service to the unsewered portion of the Town of Vass.

Section 2. The officers and staff of this unit are hereby directed to proceed with the project within the terms of any bond documents and the budget contained herein.

Section 3. The following amounts are appropriated for the Vass Phase II Sewer System Improvements:

	Budget	Incr./Decr.	Revised Budget
Construction	\$ 7,295,126	\$ 2,999,790	\$ 10,294,916
Contingency	\$ 344,501	\$ 170,710	\$ 515,211
Engineering & Inspection	\$ 565,496	\$ 185,500	\$ 750,996
USDA Application	\$ -	\$ -	\$ -
Land & Rights	\$ 8,029	\$ -	\$ 8,029
Interest for Interim Financing	\$ 190,000	\$ 387,000	\$ 577,000
Legal Services - Bond Counsel	\$ 22,500	\$ 15,000	\$ 37,500
Administrative Costs	\$ 3,300	\$ 3,000	\$ 6,300
Transfer to Public Utilities Reserve Fund	\$ 362,418	\$ -	\$ 362,418
Environmental - Wetland Mitigation	\$ 48,000	\$ -	\$ 48,000
Bond Anticipation Note Principal Payment	\$ 3,430,000	\$ -	\$ 3,430,000
Bond Anticipation Note Principal Pymt II (Subsequent Fund)	\$ 1,227,000	\$ -	\$ 1,227,000
Bond Anticipation Note Principal Pymt III (Subsequent Fund)	\$ -	\$ 756,000	\$ 756,000
Total	\$ 13,496,370	\$ 4,517,000	\$ 18,013,370

Section 4. The following revenues are anticipated to be available to complete the Vass Phase II Sewer System Improvements:

	Budget	Incr./Decr.	Revised Budget
USDA Revenue Bond	\$ 3,430,000	\$ -	\$ 3,430,000
Transfer from Public Utilities	\$ -	\$ -	\$ -
Tap Fees	\$ 12,000	\$ -	\$ 12,000
USDA Grant	\$ 1,414,000	\$ -	\$ 1,414,000
Transfer fr Public Utilities Capital Reserve Fund	\$ 362,418	\$ -	\$ 362,418
USDA Subsequent Revenue Bond	\$ 1,227,000	\$ -	\$ 1,227,000
USDA Subsequent Grant	\$ 1,926,000	\$ -	\$ 1,926,000
Contribution Pump Station Upgrade	\$ 307,550	\$ -	\$ 307,550
CDBG Contribution from Vass	\$ 35,402	\$ -	\$ 35,402
Vass Contribution	\$ 125,000	\$ -	\$ 125,000
Bond Anticipation Note Proceeds	\$ 3,430,000	\$ -	\$ 3,430,000
Bond Anticipation Note Proceeds II (Subsequent Fund)	\$ 1,227,000	\$ -	\$ 1,227,000
USDA Subsequent Revenue Bond II	\$ -	\$ 756,000	\$ 756,000
USDA Subsequent Grant II	\$ -	\$ 3,005,000	\$ 3,005,000
Bond Anticipation Note Proceeds III (Subsequent Fund)	\$ -	\$ 756,000	\$ 756,000
Total	\$ 13,496,370	\$ 4,517,000	\$ 18,013,370

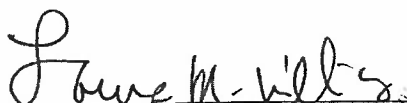
Section 5. The Finance Officer is hereby directed to maintain within the Project Fund sufficient specific detailed accounting records to satisfy the requirements of the Trustee, documents and agreements as it relates to the bond, North Carolina General Statutes, federal regulations and any other applicable laws.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments as due.

Section 7. The Finance Officer is directed to report the financial status of the project, as requested by the Board of Commissioners.

Section 8. This Project Ordinance shall be entered in the minutes by the Clerk to the Board of Commissioners and within five days after adoption of this Ordinance, copies shall be filed with the finance officer, budget officer and Clerk to the Board of Commissioners.

Adopted this 9th day of March 2023.


 Laura M. Williams
 Clerk to the Board



Nick Picerno, Chairman
 Moore County Board of Commissioners



**RESOLUTION AUTHORIZING THE ACCEPTANCE
OF A NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY/JUVENILE CRIME
PREVENTION COUNCIL GRANT**

WHEREAS, Moore County Youth Services is submitting a North Carolina Department of Public Safety/Juvenile Crime Prevention Program Application (ie. grant application) in the amount of \$134,833 for approval to the Moore County Board of Commissioners upon this date, and;

WHEREAS, the grant requests \$102,670 in funds from the Department of Public Safety/Juvenile Crime Prevention Council, \$2,161 cash match from the County of Moore, and \$30,002 from in-kind contributions, and;

WHEREAS, the grant will allow Moore County Youth Services to continue providing Juvenile Restitution/Community Service, Teen Court, and Interpersonal Skill Building programs in Fiscal Year 2023 - 2024, and;

NOW THEREFORE, BE AND IT IS HEREBY RESOLVED THAT the Chair of the Moore County Board of Commissioners, the Chair of the Juvenile Crime Prevention Council, and the Program Manager are hereby authorized to sign the grant application and are empowered to enter into a Program Agreement with the North Carolina Department of Public Safety/Juvenile Crime Prevention Council for an amount not to exceed the requested amount of \$134,833, and;

FURTHER, Moore County Youth Services is authorized to administer the Program Agreement in accordance with guidelines set forth in the Program Agreement.

ADOPTED this _____ 9th _____ day of _____ March _____, 2023.

DocuSigned by:

Nicholas J. Picerno

ED25F27E76E8435...

Nick Picerno, Chairman

Moore County Board of Commissioners

DocuSigned by:

Laura M. Williams

62F819A76304203

Laura M. Williams

Clerk to the Board